COLLECTIVE AGREEMENT

BETWEEN

ALL-TECH TRANSPORT LTD. (dba BUSTERS TOWING)



AND

TEAMSTERS LOCAL UNION NO. 31



NOVEMBER 22, 2018 TO NOVEMBER 21, 2022

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COLLECTIVE AGREEMENT

between

ALL-TECH TRANSPORT LTD. (dba BUSTERS TOWING)

and

TEAMSTERS LOCAL UNION 31

ARTICLE 1

Section 1 - Recognition

The Company and the Union, for itself and on behalf of the employees, agree to fully cooperate for the advancement of the business and the improvement of conditions of employment.

ARTICLE 2

Section 1 - Certificate of Bargaining Authority

The Company agrees to recognize the Union as the sole bargaining agent for employees referred to in the Certificate of Bargaining Authority issued by the Labour Relations Board on May 6, 2013:

- (i) Where it states in this Agreement "dependent contractor" or "driver of dependent contractor" this shall include those referred to as "Owner/Operator" or "driver of Owner/Operator".
- (ii) Wherever the term "employee" is used in this Agreement, it shall mean and include an Owner/Operator engaged by the Company or a driver for an Owner/Operator engaged by the Company or an employee of the Company and for which the Union is certified working at and from the Company's present premises in the City of Vancouver.
- (iii) The term "Owner/Operator" means a person who has been engaged by the Company to provide towing equipment and who is covered by the Certification.
- (iv) The term "Company employee" or "employee of the Company" shall mean an individual employed directly by the Company to operate the Company's equipment.

Section 2 - Bargaining Authority

All members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified or where no certification exists as recognized by this Agreement. The Union shall be responsible for the printing of these Collective Agreements

ARTICLE 3

Section 1 - Posting of Agreement

The Company will provide an enclosed bulletin board at the premises at 425 Industrial Ave for the posting of such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

Section 2 - Check-off

Each new employee when hired or engaged under this Agreement as a Company employee, Owner/Operator or driver of an Owner/Operator will be informed by the Company that he is to contact the Union office or shop steward for the purpose of becoming a Union member and signing an authorization card authorizing the Company to deduct from his earnings or revenue, union initiation fees, union dues and/or charges as levied against him in accordance with the constitution and by-laws of the Union of which he is a member and so indicated on the monthly or quarterly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made.

Section 3 - Union Shop

- (a). Every dependent contractor, driver of a dependent contractor and employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment or engagement save as hereinafter expressly provided.
- (b). In the event that a person, not a member of the Union, is taken into employment by the Company, such person shall make application to join the Union. Such application cards are to be forwarded to the Union within seven (7) calendar days.
- (c). The owner-operator shall have authority to select, train and recommend for hire a prospective driver for his truck, provided that prospective drivers must meet the hiring policy set by the Company and which the Union has had an opportunity to review. The Company may require a prospective driver to satisfactorily complete practical, knowledge and comprehension tests set by the Company. Effective February 1, 2014, the Company shall provide study material relevant to the test to the Union and at the request of the owner- operator, to a prospective employee. The Company shall have the right to decide with a good reason whether or not to hire any prospective employee

before he has been tested or trained.

(d). A prospective employee who fails a Company exam or road test will have an opportunity to review his exam or test results with a Company representative and may, if he requests, have a shop steward present for the review. The Company shall be under no obligation to provide a copy of the actual exam or allow it to be copied. The Union shall have the right to review all exams or tests.

Section 4 - Union Security

- (a). The Company agrees that the vehicles of Owner/Operators and Company vehicles performing towing work for the Company shall be operated by employees in the bargaining unit. This shall not prevent the operation of such vehicles by others employed by the Company but only for the purpose of demonstration, experimentation or testing and provided that such operation shall not cause any employee in the bargaining unit to be laid off.
- (b). The Company shall not contract out towing work if that would result in the layoff of any employee or the loss of work for any employee who is immediately available.
- (c). The Company may contract out work if due to urgency of the circumstances, or customer insistence the work cannot be rescheduled and suitable Company or Owner/Operator equipment or qualified employees are not immediately available.

ARTICLE 4

Section 1 - No Mandatory Source

Under no circumstances shall the Company, directly or indirectly, specify a mandatory source of fuel, tires, maintenance, insurance or inspections to be used by a dependent contractor as a condition of entering into a contract with a dependent contractor.

ARTICLE 5

Section 1 - Regular Employee/Dependent Contractor/Driver of Dependent Contractor

- (a). A regular employee shall be considered as such an employee of the Company when:
 - (i) he has completed his probationary period;
 - (ii) he makes himself available to the Company for full time employment; and
 - (iii) he has no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement.

(b). It shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay-off, provided the employee complies with sub-section (ii) herein.

ARTICLE 6

Section 1 - Conflicting Agreements

The Company agrees not to enter into any agreement or contract with Teamster members, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

Section 2 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including financial arrangements thereof.

Section 3 - Protection of Conditions

- (a). The Company shall not require any employee:
 - (i) to purchase or assume any proprietary interest in the Company; or
 - (ii) to purchase a specific vehicle from any specified person.
- (b). This provision shall not prevent the Company from specifying the type of vehicle it requires in its business nor shall it impede or prevent the operation of the seniority provisions of this Agreement.

Section 4 - New Equipment and Classifications

Before any new type of equipment or new classification of employment, for which rates of pay are not established by this Agreement, is implemented, the Company shall advise the Union as far in advance as possible, and not less than thirty (30) days prior to implementation. The parties shall discuss the rates for operating such equipment or for such classification. If the Parties do not reach agreement on the rates and the effective date for the rates then either party may refer the matter to arbitration.

ARTICLE 7

Section 1 - Seniority

- (a). Seniority shall be maintained in the reduction and restoration of the workforce, providing the senior employee is qualified and able to perform the work of the remaining or available position. When a vacancy occurs the position shall be posted and the senior applicant qualified and able to perform the work of the position shall be assigned to the posting.
- (b). Seniority shall be maintained in filling of postings, the reduction and the restoration of the working force as follows:
 - (i) An employee may exercise his seniority to bid for or bump into any position operating a vehicle which he is qualified and able to operate except employees protected by Letter of Understanding #2. Seniority shall continue to apply in the job posting process however this shall not result in an Owner/Operator's second truck being displaced.
 - (ii) If the employee bumping or bidding is an Owner/Operator his vehicle subject to (iv) must be suitable for the position.
 - (iii) If the employee posting or bumping is not an Owner/Operator then he may become the driver of an Owner/Operator with a suitable vehicle.
 - (iv) An employee who exercises his right to claim a posting or bump as in (ii) and (iii) above, who has at least one year of service or other relevant service or other relevant experience and who can demonstrate his suitability to be an Owner/Operator, will have an opportunity to present, within ten (10) days of being awarded the posting, a plan for obtaining and providing pursuant to Appendix "C", within sixty (60) days of the posting, a suitable vehicle to fill the vacancy.
 - (v) If a posting for a vacancy cannot be filled or while the posting process is being completed the Company may temporarily assign an Owner/Operator or driver of an Owner/Operator based on suitability and availability of equipment. If necessary, reverse seniority shall apply.
 - (vi) An employee exercising the right to post or to bump or to be recalled must be qualified and able to perform the work of the employee to be displaced or of the position for which he is posting or to which he would be recalled.
 - (vii) The most senior employee who is about to be bumped shall have seven (7) days in which to advise how he proposes to exercise his seniority and thereafter employees who are affected will have two (2) days, not counting Saturdays, Sundays and general holidays to advise how they propose to exercise their

seniority. [This was imported from LOU # 2]

Section 2

- (a). (i) All new positions and shift vacancies, stating the nature of the position and starting time shall be posted for seven (7) days on the bulletin board.
 - (ii) The Company agrees before adding one other truck to the fleet the daily gross average earned by a tow truck will be \$700. This amount will be based on a daily average of six (6) calendar months of the entire fleet. This does not include service trucks and Company trucks. Drivers with absences, vacation, refused jobs, or not working 10 hour, five day shifts will not be considered in this average. If the average is below \$700 daily and the Company needs to add a new truck but the Union disagrees, a mediator or arbitrator will be appointed to decide. The same 6 months cannot be used in another average calculation in adding trucks.
- (b). Any employee absent by reason of accident, sickness, leave of absence or vacation who is able to return to active employment within forty five (45) days after the posting and who has advised the employer in writing that he wishes to apply shall be contacted by the Company using the contact information he has provided and shall have the opportunity to bid on such posting. If the absent employee is successful, the parties shall meet and work out a suitable period and process to implement the change and deal with any resulting changes.

Section 3

- (a). There shall be two seniority lists as follows:
 - (i) Company employees; and
 - (ii) Owner/Operators and Drivers of Owner/Operators.
 - (iii) Employees may apply seniority only for positions on their seniority list.
- (b). Seniority for Company employees shall mean the length of actual service with the Company since the latest hiring to operate a truck owned by the Company.
- (c). Seniority shall for Owner/Operators mean the length of their actual engagement/service with the Company. If the engagement has been continuous in the sense that although the name of a corporate entity has changed or at times a different corporate entity or partnership has been used but the principal has not changed and there has been no gap in service then the seniority date for that Owner/Operator shall not be affected. The seniority date of an Owner/Operator who has changed classification without a gap in service shall not change.

(d). Seniority shall for drivers of Owner/Operator mean the length of actual continuous service with the Company or an Owner/Operator or Owner/Operators engaged by the Company. The seniority date of a driver of an Owner/Operator who changes classification without a gap in service shall not change.

Section 4

- (a). All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company in respect of the employment of probationary employees should they be laid-off for lack of work or discharged during the probationary period.
- (b). Upon the conclusion of any ninety (90) calendar day period during which a probationary employee has worked four hundred (400) hours, the employee's name shall forthwith be placed on the regular employees' seniority list, effective from the first day of employment of the ninety (90) calendar day period, and the employee shall be entitled to all rights and privileges as provided in this Agreement with the exception of those as specified, i.e. Health and Welfare provisions.

Section 5

Casual employees will not be used to deprive any of the regular employees the conditions of this Agreement.

Section 6

The Company will post and maintain the seniority list. Such up-to date list will be posted as of January and July of each year. Copies of current lists will be provided to the Union.

Section 7

When an employee's employment is terminated by the Company for proper cause or he leaves by his own choice, he will automatically be struck from the seniority list. If an employee on his own volition obtains a withdrawal card from Local 31 he shall be struck from the Company seniority list.

Section 8

In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of the International Brotherhood of Teamsters, the seniority of such employees shall be computed from the date that they respectively first become employees of the business aforesaid.

Section 9

Any employee who has been on lack of work lay-off for one (1) year or more shall be removed from the seniority list and the Company shall be under no further obligation to such employee except in the case where a lay-off is a direct result of a labour dispute involving another Company.

Section 10 - Leave of Absence

- (a). Any employee who has completed one (1) year or more of continuous and active service, subject to operational requirements, may upon written request setting out the reason for the request, be granted a leave of absence without pay for a period of sixty (60) days beginning not sooner than ninety (90) days from the request. The Company will not unreasonably deny a leave of absence.
- (b). Every other year an up to sixty (60) day leave in (1) above may upon written request not less than ninety (90) days prior to the expiry of the sixty (60) day leave, subject to the same requirements, be extended for a period not to exceed a further thirty (30) days. In no event shall leaves of absence exceeding ninety (90) consecutive days be granted in any twelve (12) month period.
- (c). Engaging in employment while on a leave of absence, wilfully overstaying a leave of absence or misrepresenting the reason for a leave of absence shall be just and reasonable cause for discharge.
- (d). If an employee, employed in a classification requiring a driver's license, suffers the revocation of his driver's 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 employees. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee 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. The employee may only take advantage of this section once while in the employ of the Company.
- (e). Any employee requesting leave of absence for compassionate reasons shall be granted per the applicable language in the *Employment Standards Act*.
- (f). Where an employee covered by this Agreement is granted a leave of absence in writing with a copy to the Union to take a position with the Company outside the bargaining unit he may retain his seniority for a maximum of ninety (90) days. The starting date of such appointment shall be posted on the Bulletin Board. Written notice shall be given to the Union prior to the employee leaving the bargaining unit. During such leave of absence the employee:
 - (i) must remain a member of the Union and be covered by all benefits of this Agreement;
 - (ii) shall not perform any duties of employees covered by the Agreement except for the purpose of testing, experimentation or demonstration in which case an

employee shall not be displaced; and

(iii) shall not have the right to hire or fire.

Not later than the end of the ninetieth (90th) calendar day of the period the employee may exercise his seniority rights by returning to the unit or he shall be deemed to have relinquished all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason he must be in the bargaining unit for a minimum period of one hundred twenty (120) days before being entitled to exercise such privilege again.

ARTICLE 8 (applies to hourly employees only)

Section 1 - Meal Period and Rest Breaks

In the event the Company institutes an hourly paid position(s) the Company agrees to negotiate on this issue and, failing agreement, that it may be submitted to binding arbitration. The determination of the arbitrator shall form part of the collective agreement from the date determined by the arbitrator.

ARTICLE 9

Section 1 - Safety Conditions

- (a). The Owner/Operator shall ensure that the vehicle supplied is properly insured, licensed and inspected and the vehicle and all required equipment is maintained in proper and safe operating condition. The Owner/Operator shall provide up to date proof of insurance, inspections and licenses.
- (b). It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly, but not later than the end of the shift, trip, or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.
- (c). The Company shall designate the person to whom all defects reports of equipment are submitted, and all employees will be notified the name of such person.
- (d). In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when an employee refuses to operate such identified equipment. Identification red tags shall be supplied and made available by the Company.
- (e). It shall be the obligation of the Company to direct the repairs as may be required to Company vehicles or equipment.

- (f). Drivers will be held responsible to ensure that the proper equipment is used when towing another vehicle.
- (g). Where the nature of the assignment requires additional assistance to handle the recovery, the Company shall make all reasonable efforts to arrange such assistance.
- (h). Company will have a safety committee with two (2) employee members and two (2) management members, and Union business representative will have access to all safety meetings. Union to be copied on minutes of all safety meetings.

Section 2 - Maintenance

The Company will be responsible for the following:

- (i) I.D. badges;
- (ii) Tolls properly incurred in the course of an assignment shall be reimbursed by the Company.

ARTICLE 10

Section 1

- (a). Except as otherwise mutually agreed between the parties, Owner/Operators and Company employees covered by this Agreement shall be paid not less frequently than the fifteenth (15th) and the end of each month.
- (b). Month end pay cheques for Owner/Operators will be for \$3500 or an agreed amount generally approximating but not to exceed compensation for all work performed up to fifteen (15) days prior to the payment date.
- (c). Month end pay cheques for Company employees shall be for \$1500 or if the Company employee has not worked regularly, a lesser amount approximately equal to compensation for all work performed up to fifteen (15) days prior to the payment date.
- (d). Month end pay cheques for drivers of Owner/Operators shall be \$1200 or if the driver of the owner operator has not worked regularly, a lesser amount approximately equal to compensation for all work performed up to fifteen (15) days prior to the payment date. This month end money shall be paid by the Owner/Operators to the drivers.
- (e). The paycheque for Owner/Operators, drivers of Owner Operators and Company employees on the fifteenth (15th) shall be for all work performed up to fifteen (15) days prior to the payment date.
- (f). There shall be no complaint of short pay if the cash out and required documentation has not been properly completed in a timely fashion.

- (g). The Company may withhold \$1000 in respect of exit conditions for each truck provided by an owner operator. The Company will pay interest at the rate payable for one (1) year GIC deposits and will pay out the interest in January of each year.
- (h). The Company shall provide Owner Operators, drivers of Owner Operators and Company employees with a separate or detachable, printed, itemized statement of revenue earned in each pay period. Such statement shall set forth the rate of revenue applicable and all deductions made from the gross amount of revenue for the Owner/Operator and driver of Owner/Operator and all earnings and all deductions for the Company employee.
- (i). Owner operators shall be paid all money due within twenty (20) days after termination or quitting provided all required documentation has been completed, the exit conditions relating to the supplied equipment have been completed and Company supplied items have been returned.

Section 2

Payment frequency for casual employees as per the *Employment Standards Act*.

Section 3

If an error occurs in an employee's pay cheque and the amount is equal to one (1) day or more, he shall, on request, be entitled to a cheque being issued in favour of such employee within two (2) accounting office working days excluding Saturday, Sunday and general holidays.

Section 4 - Separation of Employment

Except as elsewhere herein provided, upon termination, the Company shall pay all money due to the Company employee as soon as possible, but not later than seven (7) calendar days thereafter.

Section 5

No deductions shall be made from an employee's pay cheque without first consulting with the employee or the Union.

ARTICLE 11

Section 1 - Paid for Time (applies to hourly employees only)

In the event the Company institutes an hourly paid position(s) the Company agrees to negotiate on this issue and, failing agreement, that it may be submitted to binding arbitration. The determination of the arbitrator shall form part of the collective agreement from the date determined by the arbitrator.

Section 2 - Bereavement Leave

- (a). An employee shall be granted a maximum of three (3) regularly scheduled work days leave without pay in the case of the death of a parent, spouse, sibling, child, legal guardian, grandchild or grandparent, including in-laws and step. The employee shall give as much notice as possible.
- (b). Upon giving twenty-four (24) hours notice in writing, an employee shall be granted time off without pay of up to seventy-two (72) hours for the purpose of attending a funeral of a parent, spouse, sibling, child, legal guardian, grandchild or grandparent, including in-laws and "step-".

Section 3 - Medical Examination

- (a). A request for a medical examination required by the Company or by a Government agency shall be promptly complied with by all employees. If the employee is working, reasonable efforts will be made to arrange the employee's shift or schedule the examination so it may be conducted outside of working hours. If the appointment cannot be scheduled outside working hours the employee shall be compensated for time lost at the rate of \$20 per hour. The Company will pay for the cost of the examination.
- (b). An employee who has been absent from work because of illness or accident for more than two (2) days may be held out of service until a physician certifies the employee is fit to resume work.

Section 4 - Compensation Sickness Coverage

- (a). When an employee goes off work ill or on compensation or grievance is invoked on his discharge, the Company shall continue to pay both his Health and Welfare Plan fees and Union dues so that the employee shall be protected to the utmost provided:
 - (i) the employee reimburses the Company for such contributions normally paid by said employee (union dues) and is at no time more than five (5) months in arrears; and
 - (ii) the period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.
- (b). When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.
- (c). In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

Section 5 - Licence Tests

Whenever it becomes necessary for an employee to undertake tests for renewal of a licence required for his employment with the Company, the Company shall upon request and subject to availability provide appropriate equipment for the purpose. Work time lost by a Company employee to undertake the test shall be paid at the rate of \$20 per hour.

ARTICLE 12

Section 1- Work Assignments

- (a). The Company agrees that it is not the function of the Company personnel outside the bargaining unit to do the work of employees in the bargaining unit.
- (b). The Company shall schedule the work weeks with five (5), ten (10) hour days of work and two (2) consecutive days off. Consideration will be given to employees who request other than consecutive days off. The Company may continue to post for employees who are willing to work extra shifts outside their scheduled five (5) days of work to meet unusual operational demand (e.g. City of Vancouver leaf cleaning) and absences due to unavailability of an employee or equipment. This provision shall not be construed as a guarantee. (Clarification: The Company agrees that prior to each Special Event it will give notice to the Union and schedule a meeting to discuss the intended scheduling of trucks for that Special Event).

ARTICLE 13

Section 1- Management Rights

Subject to the terms of this Agreement, all matters concerning the operation of the Company's business shall be reserved to the management. The Union recognizes that it is the function of the Company:

- (i) to supervise, manage and schedule employees, to determine the equipment required and to determine policies and procedures to control the Company's Operations; if the Company wishes to increase the number of trucks it will first contact the Union and arrange a discussion with the Union.
- (ii) to hire, discharge, classify, discipline for just and reasonable proper cause, direct or transfer employees from one classification to another or to move employees from one location to another;
- (iii) to increase and decrease the working forces;
- (iv) to make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations to be filed with the Union; and

(v) to provide an employee with a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However any incident causing such a written reprimand or warning letter will not be used to compound other disciplinary action provided that for a period of one year there has not been further discipline.

ARTICLE 14

Section 1 - Protection of Rights

- (a). It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his duty to refuse to cross a picket line of employees lawfully on strike or locked out.
- (b). The Union shall notify the Company as soon as possible of the existence of such a picket line.

Section 2

It is agreed in the event of a strike among the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.

Section 3

It is mutually agreed that there shall be no strike, lockout, or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

ARTICLE 15

Section 1 - Inspection Privileges

Authorized representatives of the Union shall notify the Company during normal office hours and prior to accessing the Company's premises for the purpose of investigating conditions related to this agreement and shall, in no way, interrupt the Company's working schedule.

Section 2 - Shop Stewards

- (a). The Union shall elect or appoint shop stewards from among the employees in the bargaining unit and shall notify the Company forthwith of such appointments and deletions of employees so elected or appointed. The Company will recognize the shop stewards and not discriminate against them for lawful union activities. The Company will notify the Union forty-eight (48) hours prior to the layoff of a shop steward.
- (b). All grievances shall be processed prior to or at the end of the shop steward's

shift.

ARTICLE 16

Section 1 - Sanitary Conditions

The Company agrees to supply a lunchroom with lockers and clean, sanitary toilet facilities with adjacent washroom having hot and cold running water and proper ventilation by March 1, 2014.

Section 2 - First Aid Supplies

The Company shall provide first-aid supplies in accordance with the **WorkSafeBC** *Regulations*.

Section 3 - First-Aid Attendant

First aid provisions to be in accordance with WorkSafeBC Regulations.

ARTICLE 17

Section 1 - Union Label

- (a). It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place on the glass area of the equipment he is operating. The said label to be a size not in excess of three (3") by four (4") inches and not to be attached to any area which will impair the vision of the driver.
- (b). It shall not be a violation of this Agreement for an employee to have a Union Label or pin on his uniform.

Section 2 - Uniforms Supplied

The Company will continue to supply and maintain uniforms at no cost to the employee. Employees shall wear the uniform when on duty. Employees shall be responsible to launder the uniform and when replacement, repair or change of size is required shall return the garments to the Company. The employee shall return the uniforms to the Company on ceasing to be an active employee. The employer may deduct from any employee's earnings or from the owner operator's revenue the cost of uniforms not returned when for in excess of three (3) months the employee is laid off or on sick leave or otherwise ceases employment under this Agreement.

Section 3 - Protective Clothing

(a). Any employee who is exposed to a hazard by reason of handling toxic or noxious chemicals shall be provided with adequate protective clothing and equipment as

required by WorkSafeBC Regulations and the cost shall be borne by the Company.

(b). The Company shall supply reflective safety vests to all employees.

ARTICLE 18

The agreed remuneration is as set out in Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 19

Section 1 - Health and Welfare

- (a). The Company will pay one-hundred (100%) percent of the premium to provide the Benefits as per Appendix "B" to employees who normally work at least thirty (30) hours per week.
- (b). The full extent of the Company's liability is to pay its share of the premium.
- (c). It shall be the responsibility of the Owner/Operator to pay all WorkSafeBC premiums and assessments in respect of the Owner/Operator and the Owner/Operator's drivers.
- (d). The Owner/Operator shall supply quarterly to the Company a clearance certificate from WorkSafeBC confirming that all assessments and premiums have been paid.

Section 2 - Payment of Dues and Contributions

- (a). The Company agrees to make remittances to the Union for union dues, the administrator of the health and welfare plan, and the administrator of any other program to which the Company is required to make contributions under this Agreement in accordance with the appropriate article or appendix to this Agreement.
- (b). The Company agrees to hold in trust, until remitted, all amounts payable in respect of union dues, the health and welfare plan, the pension plan, and any other plan which the Company is obliged to make contributions pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.

Section 3 - Trust Agreement

The Company agrees that it shall be bound by the terms and conditions of the Agreement and Declaration of Trust (the "Trust Agreement") covering the health and welfare plan, the pension plan and any other plan to which the Company is required to make contributions pursuant to this Agreement.

Section 4 - Delinquency

- (a). The Company acknowledges that the trustees of the Health and Welfare Plan and the Pension Plan or any other plan or trust to which contributions are payable shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (b). The Company agrees to make contributions to the Union for union dues and to the trustees of the Health and Welfare Plan and the trustees of the Pension Plan within the time limits specified in this Agreement and further agrees that, if such contributions are not received by the Union or applicable plan administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at the rate of two percent (2%) per month from the date such contributions were due to the date of receipt by the Union or the appropriate plan administrator.
- (c). The Company agrees that, if the Union or the trustees of any plan to which the Company is required to make contributions pursuant to this Agreement incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the applicable trustees for such costs.

ARTICLE 20 (applies to Company employees only)

Section 1 - General Holidays

- (a). Company employees have the right to take statutory holidays. For Company employees, pay for holidays when not worked shall be as follows: on New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a general holiday is proclaimed by the Federal or Provincial Government such holiday shall be observed as general holiday and the Company employee will receive pay based on the average pay earned by that Company employee in the thirty (30) days prior to the holiday. To be entitled the Company employee must have completed his probationary period and actually worked a shift in the thirty (30) days prior and after the holiday.
- (b). A Company employee who works on a statutory holiday and qualifies for holiday pay as above shall be entitled to another day off with pay.

Section 2

When a holiday falls on the Company employee's day off or the Company employee works on the holiday, and the Company employee otherwise qualifies for pay as per the preceding section 1, the Company employee shall be entitled to pay for the holiday and shall be entitled to another day off within seven (7) days before or after the holiday.

Section 3

It is understood that the share of revenue received by the Owner/Operator includes an amount in respect of full compensation for any and all statutory holiday pay entitlement for the Owner Operator and the Owner Operator's drivers.

ARTICLE 21

- (1). Annual Vacation
 - a. Employees shall be granted their vacation periods in order of their seniority, consistent with the efficient operation of the business.
 - b. Where two or more requests for the same period are received, seniority, subject to efficient operation of the business shall determine which applicant shall receive the time period.

c.

- i. All employees shall advise the Company in writing on or before January 31st of each year of their preference of vacation period or periods
- ii. Vacation may not be scheduled in a week during the following street closure periods:

1. Vaisakhi Parade

2.Sun Run

3. International Marathon

- 4. Fireworks
- 5. Pride Parade
- 6. Such other period of which the Company has received notice from the City of Vancouver and notified the Union prior to January 3tst.
- iii. Preferences shall be in units of one week.
- iv. The vacation schedule shall be posted by February 15th.
- v. Once posted changes may only be made by mutual agreement between the employee and the Company.
- vi. All additions and changes will be promptly added to the vacation schedule. The Company will provide a copy of a notice received as in (c)(ii)(6) and give the Union an opportunity to discuss restricting vacations in the period specified in the notice.
- d. A period of vacation starts on completion of the employee's normal work week and will end immediately before the first day of the employee's normal work week.
- e. An employee who engages in gainful employment while on vacation may be terminated.
- f. A year for the purpose of this Article shall be any period of 12 months.
- g. Vacation time for Company employees shall be as follows. During the first year of employment there is no entitlement to vacation time off.
- h. After year one and until 5 years are completed vacation time off is 2 weeks per year. After year five vacation time off is 3 weeks per year.
- i. It is understood that the share of revenue received by the Owner/Operator includes an amount in respect of full compensation for any and all vacation pay entitlement for the Owner/Operator and the Owner/Operator's drivers.

- j. 1. An employee's request for vacation shall be made to the Company in writing within a reasonable period of the date(s) for which the vacation leave is requested
 - 2. In considering an employee's request for vacation leave the Company will consider the request on its merits and will balance the timing and reason for the employee's request against the degree to which the Company's business interests would be impacted by approval of the request.
 - 3. When an employee's vacation leave request is denied the Company will provide the employee with written reasons for the denial.
 - k. Company employees shall receive vacation pay of 4% of earnings in the previous year during years two to six and thereafter 6% of earnings in the previous year.
 If Company employees request at least one week in advance of the first day of vacation, the vacation pay applicable to the period of leave will be paid on a separate cheque and calculation of the vacation pay will be detailed on the stub. If no separate vacation pay cheque is requested the amount of the vacation pay included in the pay cheque will be shown on the applicable pay stub.
 - 1. Vacation time and pay may not be carried forward into the next year.

ARTICLE 22

Section 1 - Savings Clause

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 persons 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.

Section 2 - Negotiations for Replacement of Articles Held Invalid

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 24 following

ARTICLE 23

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 24

Section 1

It is the intention of the parties that this procedure shall provide an expedited and just method of adjusting complaints and the parties agree to act in good faith in the settlement of complaints in accordance with the provisions of this Article.

Section 2

Any complaint, disagreement or difference between the Company and the Union concerning the employees covered by this Agreement and which concerns the operation, application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

Section 3

The Shop Steward and/or other authorized Union Representative, on behalf of an Employee, or the Company may present a grievance at Step One. Any grievance which is not presented at Step One within:

- (i) ten (10) working days in the event of a dismissal or termination; or
- (ii) for any other matter, twenty (20) working days following the event giving rise to such complaint

or at any other Step within ten (10) working days of the date when the response from the other party was due shall be deemed to be absolutely forfeited and waived by the aggrieved party. For the purpose of this Article, working days excludes Saturdays, Sundays and general holidays.

Section 4

The grievance must be detailed, including specifics such as: article in violation, dates and times, in order to identify and define the grievance.

Step 1

Section 5

The Shop Steward and/or other authorized Union Representative with or without the aggrieved employee, will attempt at the Step One meeting to settle the grievance with the Supervisor designated by the Company. The meeting at Step One shall be held at the administration office of the Company. If the grievance is not settled at Step One, the Company representative present at the meeting will advise the Union in writing of the Company's response to the grievance. The response is due within ten (10) days of the completion of the meeting. In the

case of a Company grievance the parties are reversed.

Section 6

If settlement is not reached, the grievance may proceed to Step 2 in a timely fashion.

Step 2

Section 7

The authorized Union Representative(s) with or without the aggrieved employee will attempt to settle the Grievance with Management of the Company at a Step Two Meeting to be held within ten (10) days of the response at Step One. If the grievance is not settled at Step Two, the Company representative present at the meeting will advise the Union in writing, of the Company's response to the grievance. The response is due within **ten (10)** days of the completion of the meeting. In the case of a Company grievance the parties are reversed.

Section 8

If settlement is not reached, the grievance may proceed to Step Three in a timely fashion.

Section 9

The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties and in writing.

Section 10

Where time limits as set out above or as extended in writing have not been exceeded and the responding party has not responded, the grieving party may progress the grievance to the next step. If the grieving party does not progress the grievance to the next step, including arbitration step, according to the time limits, the grievance shall be deemed abandoned. This provision applies to both Company and Union grievances.

Section 11

Grievances of a group or general nature may be put in writing and instituted at Step Two. Such grievances are subject to the time limit requirement that to be included as a component of the grievance, the grievance must be filed within ten (10) days of the event giving rise to that component of the grievance. In the case of a grievance arising out of a payroll issue, the time limit does not start to run until the payroll statement has been provided.

Step 3

Section 12

The party grieving and who is not satisfied with the response of the other party at Step Two shall in writing notify the other party in a timely fashion that the grievance is being submitted to arbitration.

Section 13

The parties shall attempt to agree on an arbitrator and failing agreement within **ten (10)** days of the notification of submission to arbitration either party may apply to the Labour Relations Board for the appointment of an arbitrator.

Section 14

The arbitrator shall, as provided by the *Labour Relations Code*, have all the authority necessary to resolve the grievance.

Section 15

The Arbitrator shall be required to publish his decision within fifteen (15) days (excluding Saturdays, Sundays, and General Holidays) following completion of the hearing, and his decision will be final and binding on the parties and shall be applied forthwith.

Section 16

The costs of an arbitrator shall be borne equally by both parties.

ARTICLE 25

Section 1 - Term of Agreement

- (a) This Agreement will be in full force and effect from **November 22, 2018** to and including **November 21, 2022**, the expiry date, and from year to year thereafter, subject to:
 - (i) the right of either Party within the four months immediately preceding the expiry date of the Agreement to give written notice to the other party to commence collective bargaining and,
 - (ii) the right of either Party within the 60 days immediately preceding the second anniversary of the date of ratification to give written notice to the other Party to commence collective bargaining for renegotiation only of non-monetary issues impacted by or arising due to the provisions in the new contract between the Company and the City of Vancouver.
 - (A) If notice is given pursuant to (ii) above, the parties shall bargain

collectively in good faith in an effort to resolve the issues. If the parties are unable to reach agreement themselves after four months, either party may refer the matter to mediation. If the parties are unable to agree on a mediator, either party may request that the Labour Relations Board (LRB) appoint a mediator.

- (B) If the parties are unable to reach agreement on the issues with the assistance of the mediator pursuant to (A) above, either party may refer the matter to binding arbitration to be decided by an arbitrator agreed upon by the parties following the procedure in Article 24 or appointed by the LRB where the parties are unable to agree on an arbitrator.
- (C) The arbitrator agreed or appointed pursuant to (B) above shall have the powers of an interest arbitrator and shall be guided in coming to his/her decision by the need to comply with the requirements in the new contract between the Company and the City of Vancouver while not imposing significant additional costs on the Company.
- (D) It is understood that the Agreement will remain in effect during the above process and, as a result, there will be no strikes or lockouts."
- (b) There will be no strikes or lockouts so long as this Agreement continues in force.
- (c) Should either party give written notice to the other party to commence collective bargaining or such notice be deemed to be given by operation of law, this Agreement will thereafter continue in full force and effect until the Union shall commence a legal strike, the Company shall commence a legal lockout or the parties conclude a renewal or revision of the Agreement or a new Collective Bargaining Agreement.

(d) It is mutually agreed that the operation of Section 50 of the *Labour Relations Code* is specifically excluded from application to this Agreement.

SIGNED THIS

DAYOF

, 2019

Surjeur | n Henring

FOR THE COMPANY

FOR THE UNION

23

APPENDIX "A" -WAGE SCHEDULE

RETROACTIVITY

There are no retroactive provisions. The provisions commence at the beginning of the first shift following ratification.

One time Signing bonus of \$500.00 to all employees on ratification.

(a).

- (i) Owner/Operators: effective date of ratification, 70% (Owner/Operator) 30% (Company) split of the gross revenue generated by the vehicle supplied. This is full compensation for all hours worked, vacation pay and statutory holiday pay.
- (2) The Company agrees that each truck scheduled for a special event that attends as scheduled and remains available and on duty until released by the dispatcher will earn minimum gross revenue of \$500 if regularly scheduled for a shift of 10 hours (prorated if less) or \$200 if scheduled for 4 hours.
- (ii) Dollies: Company agrees to lobby City of Vancouver and ICBC to include a payment for use of dollies and to invite the Union to join the Company in attending and presenting arguments to the City of Vancouver and ICBC.
- (iii) The Company will pay for dollies on tows billed to ICBC (standard gross split 70/30%) \$10 after two years and another \$10 after three years post ratification. A substantial ICBC increase in excess of standard rate of inflation increases will replace the Company's requirement to pay for dollies. The Company's obligation is to pay for dollies as above or share the ICBC increase, not both. If the parties disagree the issue may be determined by arbitration.
- (iv) The Company agrees to pay drivers towing 3, 7 and 30 day Vehicle impounds 70% of the administrative fee of \$35.05 for each vehicle. If the Administrative Fee is removed by the government then the driver will receive the 70% share of \$35.05 on dolly jobs only.

(v) Lot moves

- a. Lot moves Company will pay for lot moves at 425 + 435: \$25* for 1st. and 2nd., and if more than 2 then at \$80* per hour; minimum 1 hour, plus fuel; (Thus if 3 moves in 50 minutes they would charge \$80. plus fuel)
- b. VPD moves- \$25* per move plus fuel surcharge
 *(explanatory note this means the revenue split applies to this amount)

- (b). Fuel subsidy continues to be paid 100% to Owner/Operator during the term of this Agreement. Company policy is to have a fuel surcharge as part of the contract with customers.
- (c). The Company agrees to pay ten (10) days after ratification and on the next accounting office day after January 1 of each year the sum of \$300 for each truck which is actively engaged. For new employees, this \$300 amount is pro rated to January 1st of the year in which they are hired.
- (d) The maximum customer discount an Owner/Operator has to participate in will be ten percent (10%).
- (e). Effective Date of Ratification: Drivers of Owner/Operators: 33% of gross revenue generated; paid by the Owner/Operator as compensation for all hours worked, vacation pay and statutory holiday pay.
- (f). Company employees:
 - (i) Mike McLachlan- commission driver paid 36% of the gross towing revenue of the vehicle he drives, plus \$0.42 per km travel on days he works to a maximum of 80 kms.
 - (ii). William Skillings-heavy truck driver salary position at the rate of \$6090 per month effective date of ratification (and another 1.5% on the first day of each of the three following years of the collective agreement) plus 15% commission on the gross towing revenue of the truck he is driving. Commission excludes fuel surcharge.
 - (iii). The salary and share of revenue received by a Company employee who is entitled to a share of revenue is full compensation for all hours worked.

APPENDIX "B" - HEALTH AND WELFARE (TEAMSTERS' NATIONAL BENEFIT PLAN A)

Section 1 - Participation

It is agreed that the Company will participate throughout the life of this Agreement in the Teamsters' National Benefit Plan (the Plan) as amended from time to time.

Section 2 - Board of Trustees

A Board of Trustees will be constituted of those persons provided for in the Trust Agreement.

Section 3 - Trust Agreement

The Plan and the activities of the Board of Trustees will be governed by an Agreement and Declaration of Trust (the Trust Agreement), established July 1, 1971 and revised on November 26, 1990. The Company agrees that it shall be bound by the terms and conditions of the Trust Agreement.

Section 4 - Plan Administration

The terms of the Plan and its administration shall be entirely the responsibility of the Board of Trustees provided the Plan is administered in accordance with the Collective Agreement, the Trust Agreement and any applicable government law or regulation. Benefits provided will be determined by the Trustees and will be subject to such rules, limitations and exceptions contained in Plan documents and insurance contracts as are established and accepted by the Trustees from time to time.

Section 5 - Eligibility Conditions

- (a). Any member of the Union who is a regular employee on the date of this Agreement shall join the Plan on the first day of the month following the date of this Agreement.
- (b). Any member of the Union, employed pursuant to this Agreement, shall join the Plan on the first day of the month coincident with or immediately following the date on which the employee becomes a regular employee.
- (c). Notwithstanding subparagraph "(a)" above, any member of the Union, employed pursuant to this Agreement, who has been covered under the Plan within the thirty (30) day period immediately prior to the date on which he commences work with the Company, and who becomes a regular employee, shall join the Plan on the later of his date of hire or the day following termination of his previous coverage.
- (d). If an employee whose coverage has been terminated due to lay-off or any other temporary interruption of work, is recalled and works a minimum of one shift, coverage for the weekly indemnity and long term disability benefits will commence on the date

- of return to work, and all other benefits will be reinstated as of the first day of the month in which return to work occurs.
- (e). For the purposes of this Appendix "B", a regular employee or member of the Union hired pursuant to this Agreement, shall include a dependent contractor as defined in the appropriate section(s) of this Agreement.
- (f). Notwithstanding the provisions of this section, any employee not covered under the Plan who is absent from work due to layoff, leave of absence, disability or any other temporary interruption of employment on the date coverage would normally take effect shall not be eligible to become covered until the date on which he returns to active employment and works one shift. Coverage for all benefits except weekly indemnity and long term disability will be established as of the first day of the month in which the return to work occurs. Weekly indemnity and long term disability benefits will be established as of the date of return to work.

Section 6 - Rehabilitative Employment

Any employee who, immediately following a period of disability for which benefits were payable under the Plan, may, with the approval of the Union, the Board of Trustees and the Company return to work on a trial basis, either on full or limited duties without right or entitlement to coverage under the Plan other than would have been provided had such return to work not have occurred.

During such periods of "rehabilitative employment", it is agreed that:

- (i) The employee will be paid by the Company at his normal rate of pay for hours worked (would be based on a percentage of monthly income).
- (ii) The duration of such rehabilitative employment shall exceed thirty (30) days only by mutual consent of all parties.

Section 7 - Benefits

Benefits provided by the Plan are established by the Board of Trustees. Benefits currently provided are:

- (a) Group Life Insurance
- (b) Accidental Death and Dismemberment Insurance
- (c) Weekly Indemnity
- (d) Long Term Disability
- (e) Dental
- (f) Extended Health
- (g) Medical Services Plan of BC (administration) (not applicable)

The amounts of coverage and details of each benefit are established by the Board of Trustees, and are subject to amendment by them from time to time.

[paragraph re BCMSP not applicable]

In the event that the Plan's weekly indemnity benefit is maintained at a level that will allow the Company to qualify for premium reduction under the *Employment Insurance Act*, the employees' share of such reduction five-twelfths (5/12) shall be retained by the Company as payment in kind for benefits provided.

Section 8 - Costs

The Company shall contribute one hundred percent (100%) of the contribution rate established by the Board of Trustees for any month in which any employee is covered by the Plan for one day or more (excludes BC MSP).

Section 9 - Payment of Contributions

- (a). Contributions will be made on a calendar month basis for each eligible employee and the Company shall remit the total contribution to the Plan not later than the twentieth (20th) day of the month for which coverage is being provided.
- (b). The Company agrees to hold in trust, until remitted, all amounts payable in respect of the Plan pursuant to this Agreement and shall be liable, as such, for failure to remit for any reason including, but not limited to liquidation, assignment or bankruptcy of the Company.
- (c). The Company agrees that the Trustees of the Plan shall have the right to take legal action against the Company to obtain payment of all contributions and interest thereon due pursuant to this Agreement.
- (d). The Company agrees that, if contributions are not received by the Plan Administrator within the agreed time period (or postmark on the envelope enclosing the contributions is not within the agreed time period), then the Company shall be liable for the payment of such contributions plus interest on the contributions at a rate determined by the Trustees but not to exceed two per cent (2%) per month from the date such contributions were due to the date of receipt by the Union or the Plan Administrator.
- (e). The Company agrees that, if the Union or the Trustees of the Plan incur any legal or other costs to recover contributions due and payable by the Company, the Company shall be liable to reimburse the Union or the applicable Trustees for such costs.

Section 10- Termination of Coverage

Except as provided under Section 5, subparagraph (e), hereunder,

(a). All coverage under the Plan will terminate at the end of the month in which lay-off or any other temporary interruption of employment commences.

- (b). If employment is terminated, coverage for the weekly indemnity and long term disability benefits will terminate immediately upon termination of employment and all other coverage will terminate at the end of the month in which termination of employment occurs.
- (c). It shall be the responsibility of the Company to advise the Administrator of the Plan in a timely fashion of termination of a member's coverage and the Company will be held responsible for any costs incurred by the Board of Trustees that result from late notification of termination of coverage.

Section 11 - Failure to Remit Contributions

It is agreed that, if the Company fails, due to reasons other than clerical error, to remit contributions due under this Agreement on behalf of any eligible employee, the Company shall be liable for the payment of all benefits the employee does not receive from the Benefit Plan but would have received had the Company remitted the required contributions. In the event of clerical error, the Company shall be liable for the payment of any benefits for which the Trustees are unable to obtain insurance due to late application.

Section 12 - General

- (a). It shall be the responsibility of the Trustees of the Plan to provide all necessary enrolment and administrative forms to the Company and, when necessary, the employee.
- (b). It shall be the responsibility of the Company to complete an Employer Authorization form enrolling eligible employees on the Plan. The employer shall provide the employees with the Member Data form necessary for dependent coverage and beneficiary appointment. Forms required to make claim under the Plan shall also be made available.
- (c). It shall be the responsibility of the employee to cause the Member Data form and claim forms to be completed and submitted to the Plan.

APPENDIX "C"- OWNER OPERATOR PROVISIONS

- 1. The Company operates a business providing towing and recovery services in and around the City of Vancouver.
- 2. The Owner-operator owns or leases a vehicle which is suitable for the recovery and towing of vehicles in and around the City of Vancouver. The Vehicle's VIN is specified.
- 3. The Owner-operator has agreed to supply this vehicle properly equipped and with a qualified driver exclusively to the Company and the Company has agreed to utilize this vehicle of the Owner-operator during the term of this agreement. The list of required equipment for this vehicle is as per Schedule A.
- 4. The Owner-operator, if unincorporated or the principal of the Owner-operator if a corporation, (thereinafter referred to as the principal) must personally drive the first shift on a regular basis. The Owner-operator may not directly or indirectly own more than two (2) vehicles under contract with the Company. The Company may utilize one (1) driver and if if/he has two (2) vehicles under contract may utilize one (1) additional driver.
- 5. The Owner-operator (principal) may not be engaged in any other gainful occupation without disclosing same in writing to the Company and such occupation must not interfere with his operation of the vehicle and must not be in conflict or competition with the Company.
- 6. Selling Trucks If an Owner/Operator who wants to sell a truck is unable to find an employee to purchase his truck he has the option to find a buyer outside the Company and that buyer may apply to become an Owner/Operator under Appendix "C". The prospective Owner/Operator must have relevant experience and demonstrate his suitability to be an Owner/Operator. [imported from LOU# 2]
- 7. The parties are agreed to the following process with respect to claims brought by third parties for damages caused by a principal or his drivers.
- i. All documented damage claims received by the Company will be immediately forwarded to the driver and Owner/Operator with a copy to the Union.
- ii. The Company will not settle any claim involving a charge to the Owner/Operator without the acceptance of the Owner/Operator.
- iii. The Company will keep the Owner/Operator informed of any negotiations with ICBC.
- iv. If the Company cannot settle the claim, then it will notify the Owner/Operator forthwith.

- v. The Company will make copies of all correspondence available to the Owner/Operator.
- vi. The driver, Owner/Operator or the Company may ask the Company/Union Committee to review the claim at any time.
- vii. The Company agrees to provide representation on any claim which proceeds to Provincial Court and/or a dispute with ICBC.
 - 8. The Owner/Operator is responsible for all aspects of insuring, licensing, inspection and maintenance of the Vehicle. See Schedule B for a detailed list.
 - 9. The vehicle provided shall at all times prominently display signage of only "Busters Towing" or other information as specified from time to time but may also display such other information about the vehicle as may be required for licensing.
 - 10. The Company reserves the right to hold the Owner-operator's vehicle out of service if in the sole discretion of the Company, exercised lawfully, the vehicle is unsuitable or is detrimental to the business of the Company or the Owner-operator is in breach of this Agreement and on notice fails to remedy the breach.
 - 11. Company will provide a monitor at a location where it can be readily viewed by drivers.
 - (a) Within 90 days of ratification the Company will provide a monitor at a location where it can be readily viewed by employees. The monitor will show jobs for twelve (12) hours.
 - (i) Monitor will show in current time jobs as they are received.

 Job information will include time received, location and nature of job. Monitor will also show in current time trucks working and when they came on duty, number of assignments and total revenue for the shift.
 - (ii) Employees will not question or challenge the dispatcher over the radio about the information on the monitor but may provide to the dispatcher over the radio relevant information about the location, availability or suitability of a truck. An employee may contact any member of the Dispatch committee, except a dispatcher on duty, about the information on the monitor.
 - (iii) Operational problems which arise through abuse by an employee of the information provided on the monitor may lead to discipline. Parties with evidence of problems arising out of abuse or misuse of information on the monitor may grieve but before proceeding to arbitration will first, pursuant to Section 87 of the Labour

Relations Code, seek the assistance of Trevor Sones or another LRB officer to resolve the issue. If not resolved then a party may grieve and refer the matter to an arbitrator. In response to a grievance about abuse by an employee or employees of the information on the monitor an arbitrator shall have authority to authorize a cessation of the monitor display for such period or periods as the arbitrator may determine to be appropriate.

- (iv) Employees are entitled to use the information disclosed on the monitor pursuant to (b) above. The Union and employees acknowledge that such information is the Company's and that the disclosure of such information to third parties could cause harm to the interests of the Company and specifically agree not to disclose such information to third parties.
- (v) The Company will not be required to provide on the monitor information which the City of Vancouver requires the Company to keep confidential.
- 12. During the currency of the agreement all billings for the use of the vehicle shall be done in the name of All Tech Transport Ltd.
- 13. The Owner/Operator shall provide to the Company by January 21 in each calendar year the information about fuel usage required by Paragraph 8.2 of the City of Vancouver RFP.

Schedule A

The required equipment is as follows:

- (i) Clean up equipment
 - Broom
 - Shovel
 - Garbage can
 - Spill kit (supplied by Company)
- (ii) Emergency Equipment
 - Fire extinguisher
 - Safety vest (Company supplies)

	•	Rear license plate lights
(iii) I	Load a	nd secure devices and equipment
	•	Ratchets
	•	Straps
	•	Chains
	•	Dollies
	•	Dolly wheels
	•	Dolly straps
	•	Mirrors (wide mirrors used for towing)
	•	Mud flaps
(iv) P	Plates	
	•	ICBC
	•	Vehicle for hire
	•	Municipal decal
	•	Manufacturer's certification inside of door post
(v) (Other	
	•	Winch cables
	•	Booster cables

Gas can

Flare kit

Flood light

String lights

Light bar (flashing light) as per Motor Vehicle Act Regs.

- Wheel wrench metric and imperial
- Existing two way radio mounted in the truck
- trailer hitch
- First aid kits
- Lock out kit (for emergency vehicle entry)
- Wrenches
- Jack Stands
- Tire chains
- Flash light
- Credit card machine (Company supplied)
- Transponder
- ICBC Remote Access Card (Company supplied)
- A GPS device meeting the requirements of the City of Vancouver contract (Company supplied). To meet City of Vancouver requirements, Company may require each truck to have a GPS unit compatible with the system as required by the City of Vancouver. The cost of purchase, installation and maintenance of GPS unit will be borne by the Company. Unit will be 'hardwired' but with a shutoff switch. The GPS unit must remain activated while the truck is on shift. When a truck leaves the fleet the GPS unit will be removed from the truck at the Company's expense.

(vi) Driver

- Steel-toed boots
- Hard hat (at certain clients) usually for flat deck drivers
- Goggles (Company supplied)
- Reflective safety vest (Company supplied)
- Identification tag (Company supplied)
- Uniform (Company supplied)

Schedule B

The Owner/Operator is responsible for payment of:

- (i) WorkSafeBC premiums for owner and drivers
- (ii) Premiums for Garage Policy.
- (iii) Premiums for ICBC and other such vehicle insurance as required meeting the requirement of the contracts between the Company and the City of Vancouver.
- (iii) Vehicle registration
- (iv) Required Licenses and Permits
- (v) All CRA, CPP and EI deductions and payments for the Owner/ Operator and any driver of an Owner/Operator.
- (vi) Vehicle decaling
- (vii) Radio communications equipment and installation. The Company agrees that there will be no change requiring new radio technology during the term of the collective agreement.
- (viii) Motor Vehicle Inspection- not required annually but the vehicle shall be inspected every four years and the Owner/Operator shall provide to the Company proof of passing the commercial vehicle inspection as if its GVW were in excess of 8200kg
- (ix) Fuel
- (x) Maintenance
- (xi) Road Test for new drivers
- (xii) Knowledge and Invoicing retest
- (xiii) Steel Toed Boots
- (xiv) Criminal/background Search
- (xv) Uniform Items not returned when a driver leaves.
- (xvi) Transponder Deposit (Deposit of \$500.00 included in \$1000.00 holdback and returned on return of transponder). Company will pay the cost of regular maintenance. Owner/Operator will ensure truck is presented as arranged at appointments for maintenance or bear any wasted cost.

Schedule C - Exit Conditions

- (i) Any reference on the vehicle or otherwise to the name Busters Towing, telephone number, web site, logo, etc., must be removed
- (ii) All radio equipment must be deprogrammed with a supporting work order from Safelight communications or removed from the truck.
- (iii) All Busters uniform items must be returned
- (iv) Credit card imprinter returned
- (v) All access cards and Company identification
- (vi) Busters Towing invoice books returned
- (vii) Policy and Procedure Manual returned (if provided to driver)
- (viii) Transponder removed and returned in good working order
- (ix) NSC code must be removed from the vehicle registration and confirmed by producing a copy of the new registration form.
- (x) Municipal plate and decal returned.

LETTER OF UNDERSTANDING NO.1- DISPATCH RULES

- 1. Dispatch Rules are intended to ensure prompt and efficient service to customers. Their purpose is a fair and equitable allocation of work. Dispatchers will also attempt to accommodate customer requests.
- 2. All radio communication with dispatchers shall be in English. Mutual respect is required and foul or abusive language is not permitted.
- a. The driver shall report to the dispatcher on time for his scheduled shift, identifying himself and his truck number and advising that he is ready and able to work. He shall specify his location in the City of Vancouver unless he has by prearrangement been assigned to commence his shift at another location. A driver reporting for work must be wearing his uniform, identity card, safety boots and safety vest. All drivers must sign on and off using their TRUCK radio- the portable radio will not be acknowledged by dispatch (for the purpose of signing on); drivers must sign on before the start of their shift.
 - b. A driver shall generally not be given an assignment before his shift starting time. If a driver is given an assignment before the start of his shift this shall not affect his peg order and it shall be treated as any other assignment during his shift.
- 4. A driver who is unable to attend on his scheduled shift shall notify the dispatcher as soon as possible, in advance of the shift and shall provide the reason for being unable to attend. The driver shall also, at the same time, send an email to Admindesk@ busterstowing.com providing the reason for being unable to attend.
- 5. Once a driver has responded by signing up for a posting and has been approved or has been assigned for a special event, statutory holiday or other special or temporary shift he must attend as for any regularly scheduled shift.
- 6. Breaks must be coordinated and approved by the dispatcher. Breaks will be staggered in order to provide uninterrupted coverage. A driver shall contact the dispatcher at the end of any break. There will be no breaks between 1400-1500 hrs.
- 7. Apart from authorized breaks a driver shall not go off duty until he advises the dispatcher at the end of his shift. A driver may request to leave earlier and at the dispatcher's discretion he may be released by the dispatcher. If the driver needs to go off duty due to an emergency he must advise the dispatcher of the nature of the emergency.
- 8. When a tow truck is on duty the driver shall be the only person in the vehicle unless another person is authorized by the dispatcher to be in the vehicle except a driver

- may provide transportation in the truck to accommodate a customer whose vehicle is being towed.
- 9. When called by the dispatcher the driver must promptly respond. If a driver fails to respond to the dispatcher within thirty (30) minutes, not counting time on authorized breaks, the driver's position will be advanced as if he had received an assignment and if the failure to respond continues for a full sixty (60) minutes the driver will be removed from the rotation for the balance of the shift.
- 10. a. When a dispatcher calls a driver and provides an assignment the driver shall promptly acknowledge and confirm that he has received the assignment, shall attend to the assignment with all reasonable haste and advise the dispatcher when he is at the location to which he was directed.
 - b. When the dispatcher calls the driver who is next up with an assignment he will not be given a break before completing the assignment.
 - c. A driver shall not defer an assignment nor without the approval of the dispatcher, pass it on to another driver.
 - d. If, without valid reason, a driver refuses or does not carry out an assignment his position shall nevertheless be advanced as if he had done the assignment. In the event of a further refusal, the driver will be removed from the assignment order for the balance of the shift.
- 11. A driver who is flagged down or receives a call directly from a customer must before loading notify the dispatcher using the regular radio channel and follow the dispatcher's instructions. The driver shall keep the dispatcher advised of the progress of the assignment and shall advise when the assignment is completed and the truck is clear and ready for the next assignment.
- 12. Drivers must complete all documentation properly and accurately including correctly recording the make, model, license plate and VIN. Any extra charges and the reasons for them must be noted. Any damage caused by the driver or another party to a customer's property during the course of an assignment must be noted on the documentation.
- 13. The driver must promptly notify the dispatcher of any extra charges and properly record the extra charges and briefly state the reason for the extra charge. The driver shall notify the dispatcher when actions carrying extra charge have begun and ceased.
- 14. The driver shall document and notify the dispatcher of damage to City of Vancouver property which has apparently arisen in connection with the incident giving rise to the recovery to which the driver has been assigned.
- 15. Once the assignment is commenced or if applicable a tow or recovery is commenced

the driver shall complete the assignment as directed by the dispatcher.

If the driver is unable to complete the assignment, tow or recovery as directed he must immediately advise the dispatcher and obtain the dispatcher's further instructions.

- 16. The driver shall keep the dispatcher advised of the progress of the assignment and shall advise when the assignment is completed and the truck is clear of the vehicle and ready for the next assignment.
- 17. During the busier time of the day there will usually be dispatchers operating on two radio channels, referred to as channel 1 and channel 2. Drivers will be assigned to commence the shift on Channel 1 or 2 and may during the shift be reassigned to a different channel to efficiently meet customer and service requirements. A driver must not switch to another channel without the permission of the dispatcher. Effective April 14, 2014 there will be one channel in operation 24/7 with the exception of between 1500-1700 hrs (the second channel will be available for clearing calls, processing visa transactions etc.)
- a. Drivers scheduled to work will initially be assigned work in the peg order established by the Dispatch Committee after each driver signs in as in paragraph # 3 at the beginning of his shift.
 - b. The order does not change through the shift except as drivers complete and end their shifts. The order advances one position each day.
 - c. When a driver signs in as in paragraph #3 at the beginning of his shift the Dispatcher shall advise the driver of his position in the peg order. Drivers who by prearrangement have been given an assignment at the beginning of their shift shall be credited with that assignment and their peg order is not affected.

d.

- Each driver becomes eligible for an assignment in the peg order.
 A driver who starts part way through the regular shift shall be placed in the peg order after the driver with the most assignments at the time that new driver signs in, and shall be considered to have completed as many assignments as that driver.
- ii. If the driver with the most assignments was assigned out of order, then the new driver signing in part way through the regular shift shall be placed in the peg order after the driver with the most assignments and who received those assignments in the peg order.
- iii. If, in front of the driver with the most assignments, there are more than three (3) drivers who have not completed their assignments and are waiting to be dispatched, then the new driver signing in shall be placed

in the peg order after the third such driver.

- e. If exceptions occur where the driver who would otherwise get the next assignment is not available due to being on a break, the driver is not qualified, his equipment is not suitable, the dispatcher is honouring a customer request or for other reasons of efficiency or customer requirements the assignment may be assigned so that another driver is advanced out of order. If a driver has been passed over he will be entitled to the next assignment consistent with his position in the order.
- f. The dispatcher will try to ensure drivers receive a fair and equitable allocation of work. If through no fault of the drivers, some have received fewer assignments, then consistent with paragraph #1, the dispatcher will try to ensure they receive assignments until the number of assignments or revenue is approximately equal between drivers for that day. If a driver comes on to shift late he would miss out on his first job (his position goes to the end of the line for the remainder of the shift).
- 19. The service truck should start in the normal peg order however consistent with #21 below and during rush hours may be assigned consistent with its limited capabilities and the dispatcher, consistent with #1, will try to ensure they receive assignments until the number of assignments or revenue is approximately equal between drivers.
- 20. The heavy trucks (GVW>17,000KG) will be dispatched on Channel 1 but will not be in the regular rotation. They will be assigned to the available work based on suitability and efficiency.
- 21. A further exception to assignment in the regular peg order is the deck truck on other than dayshift. The deck truck may be assigned work in peg order but to ensure a deck truck is available on shift, may also be assigned work based on suitability and efficiency. The dispatcher, bearing in mind the availability of work suitable only for the deck truck and 'booked' assignments such as CEF shall consistent with #1 try to ensure that regular trucks receive an equitable allocation of assignments. To achieve this CEF assignments may be made to regular trucks.
- 22. In furtherance of trying to ensure drivers receive a fair and equitable allocation of work and revenue as set out in 18(f) the amount of seventy-seven dollars (\$77) shall be used as the divisor of the total revenue of each truck to calculate how many assignments each truck shall be credited as having completed. This amount of seventy-seven dollars (\$77) is estimated to be the average revenue of an assignment at July 2018. This amount shall be reviewed and the parties may agree to change this amount when there is a change to the rates of a major component of revenue such as ICBC, City of Vancouver Bylaws or private impounds.
- i. The assignment to recover a motorcycle shall be considered as a 'free' assignment. This means that for the purpose of considering number of assignments and calculating revenue the assignment shall not be considered. An

exception is if the assignment to recover a motorcycle is part of a single assignment to recover more than one motorcycle or a combination of another type of vehicle and a motorcycle. Example: flat decks or trucks capable of double loading.

- ii. In order to be eligible for a 'free' assignment, a truck must be able to load every time regardless of the type of motorcycle or type of assignment.
- iii. A list of trucks which are eligible for a 'free' assignment shall be made and be available to the Dispatch. The list shall be updated from time to time to reflect a change in a truck's equipment. During any shift Dispatch will try to fairly distribute 'free' assignments between trucks on the list.
- Each driver is expected to cash out daily, especially before days off and for month end must be cashed out by noon on the next regular business day. Dispatchers may refuse to dispatch a driver who has failed to cash out in a timely fashion.

 Owner/Operators and their drivers are responsible to ensure their cash outs are done in a timely fashion.
- 25 The dispatch committee shall consist of two (2) representatives appointed by the Union and a union business representative and three (3) representatives appointed by the Company. The Dispatch Committee shall meet monthly for the first six (6) months after the Company secures the new City of Vancouver Contract and thereafter shall be scheduled bi-monthly but may meet sooner at the request of either party. The Parties agree that during the first six (6) months of the new City of Vancouver contract the parties will try to refrain from grievances while attempting to work out issues by agreement through the Dispatch Committee. Thereafter, while it is expected the parties will endeavour to resolve in the Committee, issues which arise, the issue may be referred to the Umpire.
- Drivers are reasonably expected to be responsible to record information provided to them from dispatch (i.e. address(es)) over the air. Drivers should record this information when given by either writing it down or using a recording device (supplied by the driver) Dispatch will speak clearly but will not repeat the information unreasonably.
- 27. Only the Dispatcher may assign work and all assignments MUST be dispatched over the air. Assignment information shall include location of work, nature of assignment, vehicle description where available and on completion the job number.
- 28. Shortly after commencing his shift and shortly before the end of his shift the dispatcher will announce the peg order. The Dispatcher will also announce any drivers who at that point are ahead or behind on assignments. The dispatcher will remain available for 5 minutes to handle questions on the announced peg order.
- 29. It is expected that Dispatchers will dispatch assignments promptly and without delay.

Once an assignment has been made a dispatcher will not reassign the work without a valid reason.

- 30. The Company will maintain for the use of the dispatcher a list of customers who have an account with Busters and where applicable specifying the minimum head room of parking structures.
- 31. Consistent with other provisions of these Rules, the first assignment goes to the first truck up.
- 32. All complaints will be directed to the Operations Manager, shop stewards, or alternatively the members of the Dispatch Committee (Kyle Schrump, Larry Sargeant, Mehdi Hosseini, and Mostafa Kermani). NO complaints are to be directed to dispatchers; this does not limit discussion and clarification.
- 33. The Parties agree for the first year after the new City of Vancouver Contract is secured to utilize the services of Chris Sullivan or Wayne Moore as the agreed Umpire to resolve disputes arising under the Dispatch Rules. If those two are unable to act and the Parties are unable to agree on a replacement, then either party may apply to the LRB under LRC Section 86 for the appointment of an Umpire as if the Umpire was an Arbitration Board. The Umpire shall have the authority of an arbitrator under this CBA and in addition shall have the authority to interpret and amend the Dispatch Rules in order to continue the intent of the Dispatch Rules as they were at the date of ratification while accommodating the requirements of the new contract with the City of Vancouver and changes in technology.
- 34. It is agreed that either party may ask the Umpire to revisit an issue which has already been addressed by an Umpire under the authority given in the preceding paragraph. This is not authority to revisit an issue decided by an arbitrator under this or the previous collective agreement. The purpose of requesting an Umpire to revisit an issue is not to ask the Umpire to rehear arguments that were raised before but to hear evidence on what has happened since the previous ruling of the Umpire and argument on how the earlier ruling of the Umpire has had what is believed to be an unintended result. Consistent with this purpose, without agreement, neither party will be entitled to ask for a new bearing until forty-five (45) days after the original ruling of the Umpire has been implemented.

35. It is anticipated that a hearing before the Umpire will generally not involve representation by a lawyer however on notice to the other party; either party may use legal representation.

SIGNED THIS

6th DAY OF April.

. 2019

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING NO.2- GRANDFATHER CLAUSE

(a). The implementation of the Agreement shall not affect the current position or shift of any truck or employee. When new shifts are available they will be posted as provided. It is understood that as shifts become available they will be posted and up for bid and seniority will prevail. At the end of the process, if there are vacant shifts for which there are no employees to fill them, then the Owner/Operator of Trucks 24, 28, 29 and 51 will each have an opportunity based on their seniority to hire a driver and fill the vacancy. This will not result in a layoff.

[Old (b) deleted]

- (b). If the driver of an Owner/Operator with at least one (1) year of service or other relevant experience and who can demonstrate his suitability to be an Owner/Operator and the Owner/Operator agree on the sale of a truck to the driver, the driver shall become an Owner/Operator pursuant to the terms of Appendix C, continue to drive the truck and this shall not affect the schedule of the truck. If the Owner/Operator is displaced as a result he may then exercise his seniority except not for one (1) year from the date of sale against the employee to whom he sold the truck.
- (c). If a driver of an Owner/Operator ceases for any reason to be the driver of that truck the Owner/Operator may replace that driver through a posting or if no employee posts, then by hiring a driver. This shall not affect the schedule of the truck. This will not enable an Owner/Operator to have more than two (2) drivers.

Old (e) deleted.

- (f). A driver of an Owner/Operator may bid on any vacant position and if he is the successful bidder may take up that new position as soon as a replacement is available for the position he is leaving. If the Owner/Operator agrees and the equipment is suitable and available, the driver shall move with the vehicle to the new position.
- (g). A driver may exercise his seniority to change shifts when a vacancy is posted but if his movement would create a vacancy he may not take up the new position until a replacement is available for the position he is leaving.
- (h). Drivers of an Owner/Operator and the Owner/Operator may change their shifts among themselves by mutual agreement but must notify the employer in writing before the change is implemented. This shall not affect the schedule of any truck. Such exchange may not be made more frequently than ninety (90) days unless a written request is made supported by compelling circumstances. No other shift switches may occur other than through the normal posting procedure.
- (i). If an Owner/Operator is absent and unable to drive his truck due to vacation, leave of absence, illness or injury (including WorkSafe BC) for up to one year then a driver on recall may be recalled or the position posted as a temporary position without affecting

the schedule of the truck. An employee hired for such a temporary posting may not apply his seniority to bump an owner-operator hired during the temporary posting. A recall or posting to replace a driver absent due to vacation, leave of absence, illness or injury (including WorkSafe BC) shall be for the duration of the absence and the employee filling the temporary posting may be bumped by the incumbent on return from the absence. A vacant driver position must be posted but absences due to vacation, leave of absence, illness or injury for sixty (60) days or less, and leave of absence as per Article 7 need not be posted as vacancies. Temporary vacancies of less than sixty (60) days must first be offered to qualified and able employees on recall and if required then a qualified and able temporary driver may be hired.

- G). [This was moved to become Article 7(1) (vii)
- (k.). The Company agrees that before any changes to the schedule which may have a negative impact on the revenue of an employee or which are intended to be permanent or long term are implemented it will advise the Union and if requested, discuss the need for the changes with Owner/Operators and drivers of Owner/Operators. This shall not prevent temporary reassignments or schedule changes to meet operational needs. Unless the parties otherwise agree, permanent or long term shift schedule changes (in excess of sixty (60) days) will be posted as per Article 7.

[Heading "Selling Trucks" and wording moved to Appendix C]

SIGNED THIS

DAY OF

. 2019.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

The Company agrees that surveillance camera records and GPS information will not be used by the Company to initiate disciplinary action; there must be some other initiating source, independent of surveillance camera records and GPS information. Either party may use surveillance camera records and GPS information to support or defend against disciplinary action.

SIGNED THIS 16th DAY OF April

FOR THE COMPANY

FOR THE UNION



Date: August 28, 2018

Teamsters Local Union #31

Attention: Larry Sargeant, Business Representative

Dear Larry,

1. The Union has raised a concern about Owner/Operators and Drivers being advised that they have been 'red lined' (will not be assigned work). The Company agrees that this should not be done lightly.

We confirm that the Company Policy is that only senior management will direct that work will not be assigned to an Owner/Operator or Driver and this will only be done after due notice to the Driver and Owner Operator and with a copy to the Union and Shop Stewards. This does not affect the administrative policy which provides that if a driver does not cash out as required then he may not be scheduled.

If the Company is encountering difficult in getting a response from an Owner/Operator or Driver then the shop steward and Union representative will be notified by email, text message or telephone.

The Company recognizes that wherever possible meetings involving Owner/Operators or Drivers should be held between 7:00am and 5:00pm and not on an employee's days off.

2. The Union has raised a concern about the use of Emergency Contact Information. It is agreed that the proper use of this information is limited and Company Policy is that its use is restricted to circumstances which are truly an emergency such as involving injury to a driver or Owner/Operator and only after efforts to contact the Owner/Operator through normal channels.

Yours truly, Buster's Towing Kyle Schrump