

**2002 - 2004**

**COLLECTIVE AGREEMENT**

**Between**

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

**And**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF  
CANADA  
(CAW-CANADA)  
LOCAL 3000**

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**CANADA**

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# COLLECTIVE AGREEMENT

BETWEEN:

**ACADEMY DRIVING SCHOOL LTD.  
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AND:

**NATIONAL AUTOMOBILE, AEROSPACE,  
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## **ARTICLE 1- INTRODUCTION, THE INTEGRITY OF THE BARGAINING UNIT AND THE COLLECTIVE AGREEMENT**

### 1.01 Purpose

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

### 1.02 Performance of Bargaining Unit Work

Non-bargaining unit staff may continue to do bargaining unit work as per past practice but will not be expanded.

### 1.03 Protection Against The Contracting Out Of Work

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

### 1.04 Impact

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

### 1.05 No Other Agreement

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

### 1.06 Protection of Existing Working Conditions

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

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### 2.01 Just Cause

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

### 2.02 Company Recognition

The Union further recognizes the right of the Company to operate and manage its business in all respects, consistent to the provisions of this Agreement.

### 2.03 Company Rules and Regulations

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

### 2.04 Copy of New Rules to be Posted

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

## **ARTICLE 3 - RECOGNITION OF THE UNION AND UNION SECURITY**

### 3.01 Bargaining Agent

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

### 3.02 Union Membership

All employees shall, as a condition of employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes

effective shall become members of the Union upon completion of their first week of employment.

### 3.03 Union Dues

#### (a) Deduction

The Company agrees to deduct monthly from the earnings of each employee, Union Dues and Initiation Fees from time-to-time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from the employees upon proper written notification from the Local Executive of the Union.

#### (b) Reporting of Dues Deducted

The Company agrees to show on each employee's annual T4 slip the amount of Union dues deducted.

### 3.04 Union Dues - Remitting

The total amount so deducted shall be remitted with the mutually agreed upon itemized statement to the Secretary-Treasurer of the Local Union by the twentieth (20th) of the month following the month for which the Union dues were deducted.

### 3.05 Shop Steward Recognition

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

### 3.06 Union Access to the Unit

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

### 3.07 Notice Boards

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

### 3.08 Union Leave - Long Term

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

### 3.09 Union Leave - Short Term

Upon two weeks notice from the union office, the Company may grant a leave of absence without pay of up to three working days to attend union conventions or training programs. Such leave will not be unreasonably denied.

### 3.10 Notification to the Union; prior to Certain Changes

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

### 3.11 New Employees Orientation

Each newly hired employee will be introduced to a Shop Steward at the first opportunity when doing so will not cause an undue interruption with either the employee's or the Steward's job duties. In any event, such introduction will take place within two (2) weeks of the date of hiring. The Shop Steward will provide the employee with a copy of the collective agreement and will be allowed up to thirty (30) minutes without loss of pay to familiarize the new employee with the terms and conditions of employment. The Shop Steward shall receive forty-eight (48) hours notice of when the meeting is to be held.

### 3.12 Update on Employee Addresses

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

## **ARTICLE 4 - DISCIPLINE**

### 4.01 Reasons for Discipline Written

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

### 4.02 Right to Representation

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

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

### 4.03 Employee Advised of Complaint

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

### 4.04 Limitation on Holding Discipline Against Employee

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

#### 4.05 Access to Personnel File

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

#### 4.06 Signing of Agreement

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

#### 4.07 Union Support Not Subject to Discipline

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

#### 4.08 Moonlighting

No employee shall work for or financially participate in any other driving school while actively employed full time by the Company. A part-time employee shall not work for any other driving school while employed by the Company which would preclude the employee from meeting their primary employment obligations with the Company. A part-time employee shall not financially participate in or work for any driving school which competes with the Company or another Young Drivers franchise. A part-time employee shall not use Company materials or equipment when working for another driving school. In no event will a part-time employee undertake work with another driving school without the express written permission of management. Permission will not be unreasonably denied. A violation of this Article shall be cause for discipline.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### 5.01 Cooperate to Adjust Grievances

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

(a) Disclosure

The Union agrees that grievance forms shall contain details sufficient for the Company to respond. The Company agrees to provide a written response which contains sufficient details to enable the Union to respond. The Company agrees that first level supervisors who made the original decision which is the subject of the grievance shall be available at all levels of the grievance procedure.

(b) No Discussion with Grievor

The Company agrees that after a grievance has been initiated by the Union, the Company's representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union representative.

(c) Representation

The Company and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union.

(d) Time to Process Grievance

Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from management. Such permission shall not be unreasonably withheld. Time spent by office based shop stewards when meeting with management in the Informal, Step 1 and Step 2 stages of the grievance

procedure, during working hours, shall be considered time worked. Where the grievance requires an Instructor shop steward, meetings with management will be arranged by the employer and the shop steward at a time where customer service is not disrupted.

## 5.02 Grievance Procedure Steps

### (a) Informal Step

As an informal Step the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports.

### (b) Step One

At this Step notice in writing of the grievance must be filed by the Shop Steward with a person designated by the Company and a copy directed to the General Manager's office within fourteen (14) calendar days of the employee's knowledge of the incident or occurrence giving rise to the grievance.

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

The Company shall respond in writing within ten (10) days of this meeting. If the Company does not respond within ten (10) days the grievance will automatically be advanced to Step 2.

### (c) Step Two

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, the Union may, within seven days of receiving the Company's reply in Step 1, advance the Grievance to Step 2. In this Step an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a person or persons, other than the Company's representative in Step One above, designated by the Company.

(d) Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, whichever party issued the grievance may advance the grievance to arbitration, in accordance with Article 7 within thirty (30) days of the conclusion of Step Two.

5.03 Persons Authorized to Deal with Grievances

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

5.04 Technical Errors or Omissions

No technical error or omission will render a grievance inarbitrable.

5.05 Group, Union, Policy Discharge or Company Grievances

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

**ARTICLE 6 - OPTIONAL GRIEVANCE PROCEDURE AND ARBITRATION**

6.01 Choice of Dispute Resolution

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

## 6.02 Arbitration

- (a) The parties agree that arbitrations shall be heard by a single arbitrator.
- (b) As soon as an arbitrator has been appointed, the arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (c) In order to expedite the arbitration process, the parties will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the parties.
- (d) Each Party to the arbitration will bear one-half of the expense associated with the appointment of the arbitrator.
- (e) The Parties recognize that they are bound by a decision of the arbitrator.
- (f) The authority of the arbitrator is set out in Section 89 of the Labour Relations Code.

## **ARTICLE 7 - OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT**

### 7.01 Health and Safety Responsibility

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

## 7.02 Health and Safety Committee

- (a) The Union Health and Safety Committee consisting of two (2) members shall meet with Company representative or representatives not less frequently than every month. At no time shall the number of Company representatives be allowed to outnumber the number of Union members. A Chairperson and a Secretary shall be elected from and by the members of the Committee. When the Chairperson is a Company member, the Secretary shall be a Union member and vice-versa.
  
- (b) The Health and Safety Committee shall recommend actions which will improve the effectiveness of the Health and Safety program and promote compliance with applicable WCB health and safety regulations including:
  - (i) Recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations.
  
  - (ii) Consider recommendations from the workforce in respect to industrial health and safety matters and recommend implementation where warranted.
  
  - (iii) Review reports of current accidents or industrial diseases, their causes and means of prevention and remedial action taken or required.
  
  - (iv) Minutes of such meetings, signed by the Chairperson and Secretary, shall be posted on all bulletin boards, given to Committee members and forwarded to the Local Union.
  
- (c) With the consent of the Company, Union staff or health and safety advisors shall be permitted to attend committee meetings upon the request of any member of the Committee (where they shall have voice but no vote.).

### 7.03 Injured Worker Provisions

- (a) An Employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to his/her doctor=s or hospital and to his/her home.

### 7.04 Workers' Compensation Board

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

### 7.05 Pay For Attending Bi-Monthly Meetings

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

### 7.06 Confidentiality

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

### 7.07 Proper Training and Education

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

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

## 7.08 Returning Workers Injured On or Off the Job

- (a) The Company will make every reasonable attempt to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation. By mutual agreement between the Parties, provisions of this Agreement may be amended or waived by a letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- (c) In consideration of accommodating a disabled employee the following shall apply in the order listed below:
  - (i) the disabled employee's present position shall be considered for modification;
  - (ii) positions within the disabled employee's classification shall be considered;
  - (iii) positions within the bargaining unit shall be considered;
  - (iv) positions outside the bargaining unit shall be considered.
- (d) Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both Parties. In situations involving layoff or recalls from layoff, the provisions of seniority will have priority over any special arrangements that may have been established to accommodate disabled employees.

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

#### 7.09 Lunch Room

The Company agrees to provide a lunch space for the employees.

#### 7.10 Office Cleaning

Employees will not be required to do any heavy cleaning such as washing walls, shampooing carpets, etc. General cleaning duties will be referred to the health and safety committee for recommendations.

### **ARTICLE 8 - HUMAN RIGHTS AND HARASSMENT**

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

8.02 Sexual harassment means any unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but not limited to the following:

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

(f) Physical assault

- 8.03 A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union and deliver a copy to the alleged harasser.
- 8.04 The Parties agree that complaints of sexual harassment will be investigated thoroughly by both Parties in confidence. Employees reporting legitimate incidents of harassment are guaranteed protection from reprisal due to filing such a complaint.
- 8.05 An Arbitrator hearing a complaint or grievance under this Article shall have the authority to:
- (a) Dismiss the grievance or complaint.
  - (b) Determine the appropriate discipline up to and including dismissal.
  - (c) Decide the alleged harasser be transferred, or demoted or decide to impose other terms or conditions necessary to provide final settlement of the grievance.
- 8.06 Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainants consent.
- 8.07 Right to Privacy Respected

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

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

### 9.01 Normal Work Day and Normal Work Day Defined

- (a) The normal straight time hours of work (excluding a one-hour unpaid lunch break) assigned by the Company shall conform to the following guidelines:
  - (i) The normal workday shall consist of eight hours work commencing between 8:00 a.m. and 10:00 a.m. Starting times and workdays will be assigned on the basis of seniority and classification. Starting times and workdays will be assigned on the basis of seniority and work done. It is understood that the junior trained employees will be assigned the later starting times and Saturday work.
  - (ii) The normal workweek shall be five consecutive days scheduled between Monday and Saturday.
  - (iii) By mutual agreement an employee could work a Sunday and receive another day off in order to attend sales, scheduling or other training seminars.
- (b) Any hours which the Company requires an employee in the office classifications to work in excess of the above hours shall be paid at overtime rates in accordance with the Employment Standards Act.

### 9.02 No Work During Lunch period Except In Emergency

No employee shall work during his designated lunch period except in the case of an emergency and no employee will be required to work more than five (5) hours without receiving their lunch period.

### 9.03 Daily Guarantee

An employee reporting for work on a normal work day shall be guaranteed four (4) hours work or pay. An employee who works more than two hours on a normal work day shall be guaranteed eight (8) hours of work or pay.

### 9.04 Breaks

In addition to the lunch period employees shall be entitled to two ten (10) minute paid breaks, one in the first half of their shift and one in the second half. Part-time employees will receive one paid ten (10) minute break in the first four (4) hours they work and one paid ten (10) minute break if they work a second four hours.

### 9.05 Part-Time Employees

Part-time office employees may be scheduled to fewer days and hours than set out in Sections 9.01, & 9.02. No present employee shall be assigned part-time work except by mutual consent.

### 9.06 Overtime

Overtime will be paid in accordance with the Employment Standards Act.

## **ARTICLE 10 - HOURS OF WORK - INSTRUCTORS**

### 10.01 Normal Day

- (a) A normal day is defined as a maximum period of 9.5 hours, exclusive of an optional lunch break, during which a maximum of eight hours work may be scheduled. Work booked by the office after 1:00 p.m. will be scheduled consecutively except in cases of “no shows” or cancellations with less than one business day notice.
- (b) With the exception of when the employee is teaching day classes the 9.5 hour period referred to in (a) shall run from 12 noon to 10:30 p.m. Instructors shall have the discretion to book work before 12 noon but these appointments shall not be considered as part of the 9.5 hour period.

Further, instructors shall not be entitled to book lessons that bring them into an overtime position.

- (c) Work is defined as in-car instruction time, classroom instruction, road tests, re-certification, upgrading, ICBC (not including initial GLP training) training and grievance meetings with management.
- (d) Instructors will be paid hourly to a maximum of 8 straight-time hours worked per day with pay starting from the time they first start work as defined above.
- (e) Any work in excess of 8 hours in a day shall be considered overtime.
- (f) The workday shall commence from the time the instructor starts work if the instructor is in possession of a car.

Where the Company institutes a change in its current practice which will result in employees being required to report to a designated location to pick-up a car they will receive pay for all time spent travelling in excess of fifteen (15) minutes to report to their first scheduled work.

#### 10.02 Normal Week

- (a) A normal week is defined as a maximum of five consecutive days one of which must be either a Saturday or Sunday. An employee may be scheduled both Saturday and Sunday in a week providing the employee agrees.
- (b) Any paid work time in excess of 40 hours in a week shall be considered overtime.
- (c) Any work on the sixth and seventh consecutive day shall be considered overtime except when the instructor agrees to work those days in order to make forty (40) hours for the week.

### 10.03 Work Assignments

The Company will make every reasonable effort to assign work to instructors in such a way that the most senior instructors get as close to full time work as possible, provided that efficient company operation and proper client service is maintained.

### 10.04 Cancellation of In-House Training for Instructors

When in-house instructor training or re-certification is cancelled the Company will attempt to find other work for the employee with a minimum of four (4) hours work guaranteed for that day.

### 10.05 Customer Cancellations

- (a) When customers cancel lessons with more than one business day notice and no other customers can be scheduled into the vacant slot, every reasonable effort will be made to have the remaining hours of that day scheduled as consecutive hours.
- (b) Where there is a legitimate “no-show” by a student with less than twenty-four (24) hours notice the employee will be paid as if it were time worked. Students must agree that they were properly notified of the lesson by the instructor.

### 10.06 Instructor Cancellations

An Instructor who is unable to attend in-house instruction shall provide the Employer with twenty-four (24) hours notice.

### 10.07 Classroom Instruction

Classroom instruction hours worked shall be scheduled as follows:

#### **Evening Classes**

Session 1 - 4 hours

Session 2 - 7 - 3.25 hours

Session 8 - 3.5 hours

**Day Classes**

Sessions 1 & 2 combined - 7.25 hours  
Sessions 3 & 4 combined - 6.50 hours  
Sessions 5 & 6 combined - 6.50 hours  
Sessions 7 & 8 combined - 6.75 hours

10.08 Other Duties

In addition to their scheduled work hours in-car instructors will be paid two (2) lessons (12 hrs) per week at straight time to cover such incidental duties as cash-outs, vehicle maintenance (including car washes) and administrative duties. In addition, employees will be paid as follows for the following procedures:

Oil Change	One (1) lesson
Annual Vehicle Insp.	One (1) lesson
Annual Air Care	One (1) lesson

10.09 Optional Lunch Breaks

If instructors wish to have unpaid lunch breaks they shall so advise the office schedulers for times when the office is scheduling the instructor's time. When the instructor is scheduling his/her own time, the lunch break will be scheduled at such a time that it does not interfere with lessons or training.

10.10 Variations

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

10.11 Less Than Four Hours Work

Where both the company and the employee agree, the employee may be allowed to work less than four (4) hours per day. When this occurs, the employee shall be paid only for the hours worked.

10.12 Overtime

Overtime will be paid in accordance with the employment Standards Act.

## **ARTICLE 11 - VACATIONS**

### 11.01 Vacation Allotment

Vacations shall be granted as per the following schedule:

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

\* of gross earnings for the previous vacation year.

### 11.02 Vacation Calculated

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

### 11.03 Vacation Pay Upon Termination

Employees terminating their employment during the course of a working year, in respect of which they have not received an annual vacation, shall receive vacation pay on the following basis:

- (a) If worked six (6) months or less, on the basis of the "Employment Standards Act" of BC;
- (b) If worked over six (6) months, on the basis of a proportionate amount as set out in 11.01 of this Article.

### 11.04 Statutory Holiday During Vacation

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

### 11.05 Vacation Scheduling

- (a) The Company will supply a vacation planner by January 15th of each year to be completed by April 1st. Vacations will be scheduled by seniority per classification.
  
- (b) During the period July 1st through Thanksgiving employees with more than five years service will be entitled to take one week of vacation. Not more than one instructor can be off at any time and only one office employee per month may be off.

### 11.06 Vacation Carry Over

Employees will be allowed to bank up to a maximum of one (1) week's vacation for the purposes of scheduling an extended vacation at a later date.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

### 12.01 Designated Holidays

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

New Years Day	B.C. Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Floating Holiday*
Canada Day	Remembrance Day	

\*The Floating Holiday is effective from January 1, 2000 to be taken at a time mutually agreed between the Company and the employee.

Effective November 1, 2003 Instructors only shall be entitled to two (2) Floating Holidays.

## 12.02 Stat on Non-Work Day

In the event a Statutory Holiday should fall on a non-working day, the first work day following the holidays shall be observed as the holiday.

Unless the employee gives the Company four (4) months notice in writing the Company shall provide employees with a three day weekend on the Victoria Day and Thanksgiving Day weekends. These three days may include the employee's regular day off and, because of this, may not include the actual holiday. If the actual holiday is not included in the three days, then the holiday will be worked at straight-time rates and any work performed on the employee's additional day off will be paid at overtime rates. If the actual holiday is included in the three days then any work performed on the holiday shall be paid at overtime rates.

## 12.03 Compensation for Time Worked

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

## 12.04 Employees Working Less Than Full-Time

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

# **ARTICLE 13 - INSURANCE AND FRINGE BENEFITS**

## 13.01 Insurance and Fringe Benefits

Effective date of ratification the employer will contribute sixty-two (62¢) per hour worked for all employees, except those on probation and those employees specifically excluded by the plan, to the Union's CHIPS plan to provide Extended Health, Dental and Life Insurance for the employees. Employees will contribute twenty-nine cents (29¢) per hour worked.

Effective November 1st, 2002 the Employer contribution will increase to ninety-eight cents (98¢) per hour worked. There shall be no employee contribution.

Effective November 1st, 2003 the Employer contribution shall increase to one dollars and six cents (\$1.06) per hour worked.

#### 13.02 Company Supplied Vehicle

Employees with access to a company vehicle shall have the right to use the vehicle for personal use provided the employee pays the Company \$.20 per kilometer.

The above noted twenty cents (\$.20) per kilometer shall not apply to the use of the company vehicle to attend at the office for "cash out" as required by the Company or when scheduled to do class room teaching.

Nothing in this provision precludes the employer from changing its practice regarding the use of company vehicles as contemplated in Article 10.01 (f).

### **ARTICLE 14 - SICK TIME AND SICK LEAVE**

#### 14.01 Sick Leave

Effective January 1, 2000, every January 1st office employees, who have completed their probationary periods, will be credited with three (3) paid sick days to be used only in the case of illness during that year. Sick days will not be accumulated from year to year and a doctor's note may be required before payment is made. Prior to reaching January 1st in their first year of employment, employees who have completed their probationary period will accumulate sick days at the rate of two hours per month.

### **ARTICLE 15 - LEAVES OF ABSENCE**

#### 15.01 Bereavement Leave

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

## 15.02 Jury Duty

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

## 15.03 Maternity Leave/Unpaid Parental Leave

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

## 15.04 Personal Leave

The employer may grant employees personal leaves of absence.

## **ARTICLE 16 - SENIORITY**

### 16.01 Seniority

- (a) Seniority Principle - The term "seniority" as used herein, shall have reference to an employee's right to a job based upon his/her length of service with the Company providing he/she has the qualifications and ability to fulfill the job requirements.
- (b) Scope of Seniority Principle - The filling of job vacancies, layoffs and recall after layoffs within the bargaining unit, will be handled in accordance with the principles set forth in 16.01(a).
- (c) Probationary Period - Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) calendar days and shall be back dated to the employee's date of hire.

16.02 Seniority standing will be cancelled if an employee:

- (a) voluntarily resigns from the Company;
- (b) overstay an authorized leave of absence unless detained for legitimate cause;
- (c) is discharged for just cause and not reinstated under the terms of this Agreement.
- (d) is recalled to work and does not report as required in Article 16.03 below except when the failure to report is due to circumstances beyond the employee's control.
- (e) is on lay-off for more than twelve months.
- (f) is outside the bargaining unit for more than twelve (12) months.

16.03 Recall

- (a) Recall Procedure

Laid off employees with seniority will be given the first opportunity to be recalled provided they have the qualifications and ability to fulfill the job requirements. Employees will be notified of recall by telephone, facsimile, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than five (5) working days after receipt of the registered notice at the last known address. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Shop Steward.

(b) Return to Former Job Before Recall

Employee(s) on a bump shall be returned to their former job(s) prior to a recall, provided the said employee has more seniority than the laid off employee who has the ability to fulfill the job requirements.

(c) Refusal of Recall - Less than Fifteen (15) Working Days

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

#### 16.04 No New Employees Hired

No new employee will be hired into a classification from which an employee has been laid-off unless the laid-off employee has been offered the opportunity for recall and has declined in accordance with Article 16.03.

#### 16.05 Layoff Procedure

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

#### 16.06 Notice of Layoff

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

#### 16.07 Seniority Lists

The Company will prepare seniority lists of all employees in the bargaining unit and make the list available to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does

not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

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

#### 16.08 Seniority Lists - Additional

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

#### 16.09 Severance Pay

Employees shall receive lay-off notice or pay in lieu of notice in accordance with the Employment Standards Act.

### **ARTICLE 17 - JOB POSTING AND JOB AWARDS**

#### 17.01 Posting Provisions

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

#### 17.02 Preference

When awarding job vacancies, preference will be given to applications from the most senior employees in accordance with the principles established in Clause 16.01 (a) of this Agreement.

### 17.03 Employee Absence

If an employee is not at work for the following reasons, when a job is posted, he/she may apply for the job if he/she does so within three (3) working days of his/her return to work, providing the absence from work is for a period not exceeding fifteen (15) days.

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

Where due to production requirements the Company must fill the job vacancy prior to the return of the employee, the Company will attempt to contact the employee by telephone and if necessary, by courier.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE AND TRAINING**

### 18.01 Adjustment Plan

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

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

## **ARTICLE 19 - WAGES**

### 19.01 Wage Schedule

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

### 19.02 New or Change Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

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

### 19.03 Work in Higher Classifications

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

#### 19.04 Pay Days

Wages shall be paid every second Thursday with a maximum of five (5) working days pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period.

#### 19.05 Pay for Training

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

### **ARTICLE 20 - GENERAL PROVISIONS**

#### 20.01 Office - Instructor Communication

Every second Instructors' meeting the Company will allow an office employee to attend and allow time for discussion of mutual problems. It will be the office employee's duty to report the results of the meeting to the other office employees.

#### 20.02 Substance Abuse Recovery

The parties agree that substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. It is understood that discipline may be an appropriate response to problems associated with substance abuse.

## **ARTICLE 21 - DURATION OF AGREEMENT**

### 21.01 Duration of Agreement

This Agreement will be effective from November 1st, 2002 through to and including October 31st, 2004 subject to the right of either Party to this Collective Agreement, within the four (4) months immediately preceding the date of October 31st 2001 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

### 21.02 Continuation and Bargaining

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

### 21.03 Duration as Agreed Only

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

### 21.04 No Strike - No Lockout

During the term of this Agreement, or during the continuation period provided in 21.02 (a) above, there shall be no strike by the Union or lockout of employees by the Company.

Signed at New Westminster, BC this                      day of                      , 2003

NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-CANADA), LOCAL 3000

ACADEMY DRIVING SCHOOL LTD.  
(YOUNG DRIVERS OF CANADA)

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**APPENDIX “A” - WAGE RATES**

Classifications

<b>OFFICE</b>	<b>Effective Nov 1/01</b>	<b>Effective Nov 1/02</b>	<b>Effective Nov 1/03</b>
<b><u>Counsellor</u></b>			
First year of service	\$10.25	\$10.50	\$10.65
Second year of service	\$10.75	\$11.00	\$11.15
Thereafter	\$11.65	\$11.88	\$12.11
<b><u>Scheduler</u></b>			
First year of service	\$10.25	\$10.50	\$10.65
Second year of service	10.75	11.00	11.15
Thereafter	11.65	11.88	12.11

1. Employees will receive \$.50 less than the rates shown above for their first 90 days of service.

**Instructors**

Instructor Supervisor	\$13.75	\$13.89	\$14.17
Instructor	\$10.40	\$10.50	\$10.78

**Premiums**

In addition to their wage rates Instructors, other than the Supervisor Instructor, who successfully complete training for and are willing to act in the following capacities will receive the following premiums:

Senior	\$1.25 (includes Teacher and Collision Free Premiums)
Standard	\$ .50
Teacher	\$ .50
Collision Free	\$ .50

Paid DS Lessons - \$1.00 per lesson

Effective date of ratification to compensate for travel time between students, instructors will receive forty-five cents (45¢) per hour worked. Effective Nov. 1/2003 travel time will increase to fifty-five cents (55¢) per hour worked.