

## **COLLECTIVE AGREEMENT**

Between **K & M DELIVERY SERVICES LTD.**  
(hereinafter referred to as "the Company")

And **TRANSPORT, CONSTRUCTION AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66**  
affiliated with the  
Christian Labour Association of Canada  
(hereinafter referred to as "the Union")

April 1, 2001 – December 31, 2003

### **ARTICLE 1 - PURPOSE**

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- b) to provide and maintain working conditions, delivery rates and benefits set forth herein;
- c) to establish an equitable system for layoff and recall of contractors;

- d) to establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all the terms and conditions contained herein, to develop and achieve a relationship among the Union, the Company and the contractors which will be conducive to their mutual wellbeing.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Company shall not be construed to deprive contractors of such rights and privileges.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole bargaining agent of all full-time contractors in the bargaining unit as defined in Article 2.02.

2.02 This Agreement covers all full-time contractors of the Company in the bargaining unit.

2.03 a) There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

b) The Company shall not sub-contract out local work if such sub-contracting out should deprive bargaining unit members of their regular bargaining unit work.

2.04 The Company agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that it is the function of the Company:

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline and efficiency;
- c) to hire, direct, transfer, promote, lay-off, suspend and discharge, provided that such actions are consistent with the purpose and terms of this Agreement, and provided that a claim by any contractor that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 17.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Company, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint a shop steward. The steward is a representative of the contractors in certain matters pertaining to this Agreement, including the processing of grievances.

- b) CLAC Representatives are representatives of the contractors in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the contractors' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Company in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards, and other Union officers in the employ of the Company, will not absent themselves from their work to deal with grievances without first obtaining the permission of the Company. Permission will not be withheld unreasonably and the Company will pay such stewards and Union officers while attending to such matters if such is during regular working hours.
- 3.04 The Union has the right to appoint members to a negotiating committee.
- 3.05 The Company may meet periodically with its contractors for the purpose of discussing any matters of mutual interest or concern to the Company, the Union and the contractors. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity on the Company's time or premises, except as provided in Article 3.03, unless otherwise authorized by management.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Company's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Company will not engage in any lockout of its contractors or deliberately restrict or reduce the hours of work or deliberately send men home when this is not warranted by the workload.
- 4.03 It shall not be a violation of this Agreement should contractors refuse to cross a legal picket line set up by another union.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Company will co-operate in maintaining a desirable and competent labour force. The Company will give preference to Union members for contractor positions, provided such applicants are qualified to meet the requirements of the job.
- 5.02 The Company has the right to retain new contractors as needed, provided that no new contractors will be retained while there are available contractors on lay-off qualified to do the work. Laid-off contractors shall remain eligible for recall for a maximum period of twelve (12) months if they have twelve (12) months of seniority; if less than twelve (12) months' seniority then six (6) months' recall rights.

- 5.03 New contractors will be retained on a three (3) month probationary period, and thereafter shall attain regular employment status, provided such service is satisfactory to the Company. Their respective seniority shall be dated back to the date of the beginning of employment.
- 5.04 Probationary contractors are covered by the Agreement effective their first day on which they provide service to the Company, excepting those provisions which specifically exclude such probationary contractors.
- 5.05 The Company requires that a contractor purchase and maintain a truck appropriate to the work, as defined in the Schedule "B" document concluded by the contractor and the Company, as a condition of continued employment.
- 5.06 Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union as far in advance as possible, and prior to the implementation the matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment. The Company and the Union shall finalize within sixty (60) days after such implementation, a rate to be established and such rate to be retroactive to date of implementation.

5.07 Neither the Company nor the Union will compel contractors to join the Union. The Company will not discriminate against any contractor because of union membership or lack of it, and will inform all new contractors of the contractual relationship between the Company and the Union. Before commencing work, any new contractor will be referred by the Company to a steward or a Union officer or a CLAC Representative in order to give such steward or Union officer or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

## **ARTICLE 6 - CHECKOFF**

- 6.01 The Union agrees that it will make membership in the Union available to all contractors covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 6.02 The Company is hereby authorized to deduct each month an amount equal to Union dues, which is twenty-four (\$24.00) dollars per month, from each contractor's revenue.
- 6.03 The Company agrees to check off from each contractor the amount equal to Union dues, once monthly. The total amount checked off will be turned over to the Union Treasurer each month, within a week after the checkoff is made, together with an itemized list of the contractors for whom the deductions are made and the amount checked off for each.

## **ARTICLE 7 - COMPENSATION RATES**

- 7.01 Delivery rates applicable to various route classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Additional classifications may be established only by mutual agreement between the Company and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Company and the Union. Failure to reach a negotiated settlement shall result in a binding arbitration decision.
- 7.03 A contractor who reports for work in the usual manner who is prevented from starting work due to a cause not within his control shall be entitled to one (1) day unless he has been advised by phone.
- 7.04 Contractors shall be paid for all driving according to the agreed-upon daily rate per diem, as applicable.
- 7.05 Contractors must submit an invoice every second (2<sup>nd</sup>) Monday and be paid every second (2<sup>nd</sup>) Friday up to the previous Friday.

## **ARTICLE 8 - OTHER CONDITIONS**

- 8.01 The parties recognize the individual contracts entered into between the Company and each contractor, a sample of which is attached as Schedule "B", to remain in effect in matters on which this Agreement is silent.

## **ARTICLE 9 - VACATION SCHEDULING**

9.01 The Company will post vacation schedules before February 1, each year. Contractors shall enter first preference by April 1, with the requested vacations to be confirmed by the Company no later than May 1 in each year.

9.02 The Company will endeavour to grant vacations at the times requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

## **ARTICLE 10 - HOLIDAYS**

10.01 The Company agrees to pay at regular delivery rates, where the Company is able to recoup from the customer, for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

10.02 Article 10.01 applies to all contractors who are not on lay-off, who have attained regular employment status and who have worked their regularly scheduled workday before and their regularly scheduled workday following the holiday, provided either is within fifteen (15) days of the holiday in question, unless their absence is due to illness or an authorized leave of absence. In case of a contractor's illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.

## **ARTICLE 11 - SENIORITY, LAY-OFF AND PROMOTIONS**

11.01 The seniority of a contractor shall be recognized within his/her respective job classification. Contractors shall be placed on the seniority list at the end of a three (3) month probationary period and their respective seniority shall be dated back to the first day on which they provided service to the Company.

11.02 The Company shall maintain up-to-date seniority lists. A copy of such lists will be provided to the Union in order for it to ascertain the seniority status of a contractor within its jurisdiction.

11.03 Seniority rights shall cease for a contractor who:

- a) voluntarily terminates his contract;
- b) is discharged and such discharge is not reversed through the Grievance procedure;

- c) is laid off for a continuous period of more than twelve (12) consecutive months if he has twelve (12) months seniority; if less than twelve (12) months seniority then after six (6) months;
- d) is absent due to a job related sickness or injury for a continuous period of more than twenty-four (24) months;
- e) is absent due to a non-work related sickness or injury for a continuous period of more than eighteen (18) months.

11.04 When the Company deems it necessary to reduce the workforce it shall lay off contractors in inverse order of their seniority in a classification, subject to their ability to do the remaining available work.

The above considerations shall also guide the Company and the Union when contractors on lay-off are recalled.

11.05 The Company shall give one (1) weeks' notice of lay-off to affected contractors. Similarly, contractors wishing to terminate their contract shall give one (1) weeks' notice, to allow the Company to hire an adequate replacement. Notice as required by this Article may be varied if the parties mutually agree or if emergencies arise.

11.06 Any appeal in regard to a lay-off must be taken up under the first step of the Grievance procedure hereinafter set forth within five (5) workdays after the lay-off took place.

- 11.07 Any contractor laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, except where a definite date for return has been set by the Company, in which case the contractor will return on that set date.
- 11.08 The Company shall post for a minimum of three (3) workdays in a conspicuous place, notice of all vacant positions, new positions, and promotions. Any contractor of the Company covered by this Agreement may apply for such vacant or new position. Qualifications, including required equipment, being equal, seniority shall prevail in the appointment to new jobs or vacancies.

## **ARTICLE 12 - HEALTH AND WELFARE PROGRAM**

- 12.01 In order to protect the contractors and their families from the financial hazards of illness, the Company agrees to enrol contractors and contribute premiums for the insurance outlined in Schedule "C", subject to the conditions stated in the insurance policies, for all contractors. The Company shall pay fifty percent (50%) of the premium cost for contractors. The Company shall deduct from bi-weekly revenue each contractor's insurance premium contribution and remit same.

It is understood and agreed that it is the responsibility of each contractor to be familiar with the specific details of coverage and eligibility requirements of all benefit plans. Neither the Union nor the Company has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the contractor, beyond the contribution and remittance of premium amounts.

- 12.02 The probation period outlined in Article 5.03 must be completed before new contractors are eligible for the insurance plans outlined herein.
- 12.03 In the event of any interruption of work for any reason, other than sickness or accident, the Company agrees to continue to pay the premium of all insurances for the remainder of the month in which the interruption occurred.
- 12.04 In the event of sickness or accident, the Company agrees to continue to pay the premiums of all insurance for three (3) months. If the contractor has been employed by the Company for less than one (1) year, the contractor shall reimburse the Company for two (2) months' premiums. The Company is entitled to hold back two (2) months' premiums from the contractor's last pay, otherwise the contractor forfeits his right to continuing his participation in the entire insurance plan.
- 12.05 Particular benefit provision changes may be made by the Trustees of the Plan. Changes in benefits by the Plan are not subject to grievance.

### **ARTICLE 13 - LEAVES OF ABSENCE**

- 13.01 The Company shall endeavour to grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons for a maximum period of one (1) month:
- a) marriage;
  - b) sickness in the immediate family;

- c) death in the immediate family;
- d) non job-related jail term.

The Company may grant leaves of absence, without pay and without loss of seniority rights, if a contractor should wish to visit out of the country.

- 13.02 The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.
- 13.03 In the event of death in a contractor's immediate family (parents, sister, brother, spouse, children, mother-in-law, father-in-law), the contractor shall be entitled to be absent from work three (3) days, with pay, if these are working days.

#### **ARTICLE 14 - ACCIDENTS**

- 14.01 When a contractor meets with an accident for which he is not responsible, provided he has started his shift, he shall be paid at the regular per diem rate for the remainder of his normally scheduled shift.

#### **ARTICLE 15 - SAFETY CONDITIONS AND EQUIPMENT REPAIRS**

- 15.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Company's operation.

15.02 The contractors shall appoint a safety captain from among themselves, whose duties it shall be to foster a safety-oriented attitude among the contractors and to report to the Company any safety matters which he notices or which are brought to his attention.

## **ARTICLE 16 - UNION-MANAGEMENT COMMITTEE**

- 16.01 a) The Company and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:
- i) hiring policies;
  - ii) discipline and discharge policies;
  - iii) safety measures;
  - iv) training and promotion;
  - v) matters that affect the working conditions of the contractors.
- b) The Company and the Union shall each appoint a representative to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's provincial office.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

- 17.01 Should a dispute arise between the Company and an employee or the Union regarding the interpretation, application, administration or violation of this Agreement, it shall be resolved by the grievance procedure in the following manner:
- 17.02 **INFORMAL PROCEDURE** - As an informal step an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a steward.
- 17.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 17.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

- 17.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party directly to Arbitration under Article 18, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 17.06 A "Group Grievance" is defined as a single grievance, signed by a Steward, or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

17.07 Step 1

A grievance shall be submitted in writing to the Employer within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance, and shall forward a written response to the grievor and the Union Representative, within seven (7) days of the day on which the grievance is submitted.

17.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1, or within seven (7) days of the day this decision should have been made, submit a step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative, within seven (7) days of the day on which the step 2 grievance is submitted.

## **ARTICLE 18- ARBITRATION**

- 18.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.
- 18.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.
- 18.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 18.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 18.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by fax and mail. The date of mailing shall be deemed to be the date of service.
- 18.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

- 18.07 It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 17 and 18 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 18.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 18.09 Where the single Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension the single Arbitrator may substitute a penalty which is, in the opinion of the single Arbitrator, just and equitable.
- 18.10 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 18.11 The parties will equally bear the expense of the single Arbitrator.
- 18.12 An Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

**ARTICLE 19 - DISCHARGE, SUSPENSION AND WARNING**

- 19.01 When the conduct or performance of a contractor calls for a reprimand of record by the Company, such a reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the Company to a steward and to the office of the CLAC. Prior to issuing such a reprimand, the Company shall interview the contractor in the presence of a steward or Union Representative.
- 19.02 A contractor may be suspended or discharged for proper cause by the Company. Within five (5) workdays following suspension or discharge, the contractor involved, together with a Union Representative may interview the Company concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration. This provision excludes probationary contractors.

**ARTICLE 20 - DURATION**

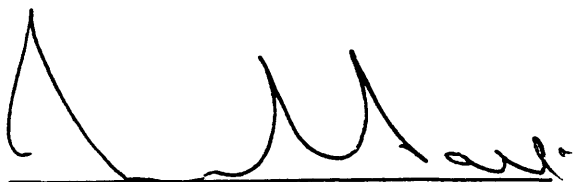
20.01 This Agreement shall be effective on the first (1st) day of April, two thousand and one (2001) and shall remain in effect until the thirty-first (31st) day of December, two thousand and three (2003), and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, the Agreement shall renew for a period of one (1) year.

20.02 Notwithstanding Article 20.01, the parties agree that all provisions of the expired Collective Agreement will remain in full force until mediation procedures have been exhausted.

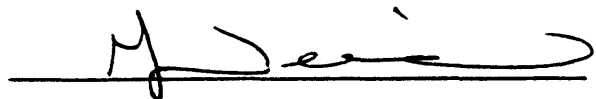
DATED at Surrey, British Columbia, this 11<sup>th</sup>  
day of September, 2002.

Signed on behalf of  
**K & M DELIVERY  
SERVICES LTD.**

Signed on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES  
ASSOCIATION,  
LOCAL NO. 66**



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## SCHEDULE "A"

### RATES AND CLASSIFICATIONS

	<u>May 15, 2002</u>	<u>Jan. 1, 2003</u>
Downtown	\$134.10 per day	
Route	\$144.53 per day	Wage
Overload	\$137.20 per day	
*1 Ton Rate	\$25.25 per hour	Review
*5 Ton Rate	\$32.00 per hour	

\*35 hours per week guaranteed

1. Any driver with two (2) or more years of seniority who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's license, shall receive a Company contribution to a maximum of twenty dollars (\$20.00) to the cost of the examination, provided a receipt is submitted to the Company.
2. Part-time or casual contractors will conclude agreements at theirs and the Company's discretion. The Union will accept such contractors as members at half-dues rate.
3. Effective Jan. 1, 2003, all wage rates in Schedule "A" shall be subject to a wage review. In any case, such an increase will not be less than half a percent (.5%).

## **SCHEDULE “B”**

Each individual contractor’s employment contract constitutes his Schedule “B” document. Where there is conflict between the Collective Agreement and a Schedule “B” contract, the Collective Agreement shall prevail.

## **SCHEDULE “C”**

### **OUTLINE OF INSURANCE PLAN COVERAGE**

**(This schedule does not form part of the collective agreement.  
It is for information only).**

- \$40,000.00 life insurance per employee;
- \$40,000.00 A. D. & D. per employee;
- dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$1,500 per person annual
  - Comprehensive: 50% up to \$1,500 per person annual
  - Orthodontic: 50% up to \$2,000 lifetime maximum per child under 19
- prescription drug plan for employee and family at 80% up to \$2,000 per person annually (or the provincial pharmlcare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$200 per year
  - over 21: \$200 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- weekly indemnity insurance with sixty percent (60%) of maximum insurable earnings or a maximum equivalent to EI. Weekly benefits, payable after the first (1<sup>st</sup>) day of accident and the fourteenth (14th) day of sickness for a maximum of one hundred nineteen (119) days (1/14/119);
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$2,000.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (120/65).

## **SCHEDULE “D”**

### **CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the union’s internal guidelines on what constitutes a conscientious objection.

**COLLECTIVE AGREEMENT**

BETWEEN

**K & M DELIVERY SERVICES LTD.**

AND

**TRANSPORT, CONSTRUCTION AND  
GENERAL EMPLOYEES ASSOCIATION,  
LOCAL NO. 66**

affiliated with the  
Christian Labour Association of Canada

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