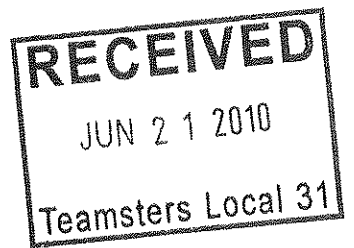


COLLECTIVE AGREEMENT



Between

**PRINCE GEORGE TAXI HOLDING CO. LTD
331 1ST Avenue
Prince George BC V2L 2Y1**

And

**Teamsters Local Union No. 31
Of the International Brotherhood of Teamsters
And Teamsters Canada**

May 1, 2010 to April 30, 2013

TABLE OF CONTENTS

ARTICLE 1	4
BARGAINING AGENCY AND DEFINITIONS	4
ARTICLE 2	4
DURATION OF AGREEMENT	4
ARTICLE 3	5
UNION SECURITY	5
ARTICLE 4	5
DEDUCTION OF DUES, ETC.....	5
ARTICLE 5	5
UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	5
ARTICLE 6	6
SHOP STEWARDS	6
ARTICLE 7	7
UNION NOTICES	7
ARTICLE 8	7
CONFLICTING AGREEMENT	7
ARTICLE 9	7
PROTECTION OF RIGHTS	7
ARTICLE 10	7
TRANSFER OF TITLE OR INTEREST	7
ARTICLE 11	8
GRIEVANCE PROCEDURE	8
ARTICLE 12	9
JOB POSTING ETC.	9
ARTICLE 13	11
TECHNOLOGICAL CHANGE AND RETRAINING AND JOB SECURITY	11
ARTICLE 14	11
SEVERANCE PAY	11
ARTICLE 15	12
PAY DAY AND PAY STATEMENTS, ETC.....	12
ARTICLE 16	12
ANNUAL VACATIONS	12
ARTICLE 17	14
GENERAL HOLIDAYS	14
ARTICLE 18	15
SEPARATION OF EMPLOYMENT.....	15
ARTICLE 19	15

DEFINITION OF EMPLOYEE	15
ARTICLE 20.....	16
SENIORITY.....	16
ARTICLE 21.....	17
DAYS AND HOURS OF WORK AND OVERTIME	17
ARTICLE 22.....	17
LUNCH AND REST PERIODS	17
ARTICLE 23.....	18
COMPENSATION COVERAGE	18
ARTICLE 24.....	18
SAVINGS CLAUSE	18
ARTICLE 25.....	18
INSPECTION PRIVILEGES	18
ARTICLE 26.....	19
SANITARY FACILITIES	19
ARTICLE 27.....	19
SAFETY AND HEALTH.....	19
ARTICLE 28.....	19
BONDING.....	19
ARTICLE 29.....	19
MANAGEMENT	19
ARTICLE 30.....	20
HEALTH AND WELFARE PLAN	20
ARTICLE 31.....	21
ARTICLE HEADINGS	21
ARTICLE 32.....	21
CLASSIFICATIONS AND WAGE RATES ETC.	21
ARTICLE 33.....	21
PAID ELECTION TIME OFF	21
ARTICLE 34.....	21
GENDER.....	21
ARTICLE 35.....	21
LOSS OF BENEFITS.....	21
ARTICLE 36.....	22
NO DISCRIMINATION OR INTIMIDATION	22
ARTICLE 37.....	22
MINIMUM STANDARDS.....	22
APPENDIX "A"	23
RATES OF PAY	23

APPENDIX "B"	24
TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND	24
LETTER OF UNDERSTANDING #1	25
RE: SERVICE FEE	25
LETTER OF UNDERSTANDING #2	26
RE: CHRISTMAS SCHEDULING	26
LETTER OF UNDERSTANDING #3	27
RE: MANAGEMENT MEETINGS.....	27
LETTER OF UNDERSTANDING #4	28
RE: SHIFT TRADES	28
LETTER OF UNDERSTANDING #5	29
RE: LUNCH BREAKS	29
LETTER OF UNDERSTANDING #6	30
RE: FOUR DAY WORKWEEK OF 10 HR. DAYS	30
LETTER OF UNDERSTANDING #7	31
RE: FREE FROM WORK TIME	31
LETTER OF UNDERSTANDING #8	32
RE: PART TIME EMPLOYEES REQUIRED TO WORK MINIMUM SHIFTS.....	32

COLLECTIVE AGREEMENT

BETWEEN: PRINCE GEORGE TAXI HOLDING CO. LTD.
331 - 1st Avenue
Prince George, B.C. V2L 2Y1

AND: TEAMSTERS LOCAL UNION NO. 31
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND TEAMSTERS CANADA

ARTICLE 1

Bargaining Agency and Definitions

- 1:01** The Employer recognizes the Union as the sole Collective Bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- 1:02** The term employee as used in this Agreement shall apply to any person performing work in any job, which is covered by the Certificate and/or this Agreement or Bargaining Authority.
- 1:03** All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 3 herein, except as stated in Article 22.01 and Article 22.02.

ARTICLE 2

Duration of Agreement

- 2:01** This Agreement shall be for a term period from and including May 1, 2010 to and including April 30, 2013. Either party to this Agreement may, within four months immediately preceding April 30, 2013 give to the other party written notice to commence Collective Bargaining.
- 2:02** After expiry of the term of this Collective Agreement and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the B.C. LABOUR RELATIONS CODE including the right to strike or lockout, the term and conditions of employment as set out in this Agreement, will be observed and not varied, accepted by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- 2:03** It is mutually agreed that the operation of Sub Section 2, of Section 50 of the Labour Relations Code of British Columbia is specifically excluded from operation in this Agreement.

The Labour Relations Code provides as follows:

Section 50 (2) - Subject to subsection (4), if a Collective Agreement is for a term of more than one year, either party may at any time after the agreement has been in operation for

8 months apply to the minister for leave to notify the other party that the agreement will be terminated on its next anniversary date.

ARTICLE 3

Union Security

- 3:01** The Union recognizes the right to the Employer to hire whomever he chooses subject to the seniority provisions contained herein.
- 3:02** The Employer agrees that when he hires new employees, the employer shall have such new employees fill in the required Union membership and death benefit cards within 3 days of hire and forward to the Local Union office within 7 days.
- 3:03** Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

ARTICLE 4

Deduction of Dues, etc.

- 4:01** The Union shall each month mail to the Employer a check off form, in duplicate setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- 4:02** All employees shall be required to sign authorization for check off of Union dues, fees, fines and assessments, which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check off shall be irrevocable.
- 4:03** The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the check off list as above-mentioned.
- 4:04** In order for the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records during normal business hours.

ARTICLE 5

Union Activities of Employees and Leave of Absence

- 5:01** Employees who have been elected or appointed by the Union to attend gatherings will be granted a leave of absence, without pay for this purpose if it does not seriously interfere with the Employers operations. The Union must give the Employer two (2) weeks notice in writing. The leave will not exceed fourteen (14) calendar days. Not more than two (2) employees may take such leave at one time.
- 5:02** When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.

- 5:03** If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied. Leave of absence is limited to thirty (30) calendar days.
- 5:04** When an employee suffers an injury or illness, which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible. In the event a medical report is required, the Company agrees to pay the cost incurred in obtaining the report.
- 5:05** In the case of death in the immediate family of an employee, the employer will grant a five (5) day leave of absence, with three (3) days pay. Immediate family shall mean parents, grandparents, grandchildren, wife, husband, children, stepchildren, adopted children, brothers, sisters, mother-in-law, father-in-law, step-brother, step-sister, and common-law-spouse.
- 5:06** An employee called to jury duty shall be paid for each day of the Jury Service on which he was scheduled to work, the difference between his regular straight time rate of pay, and the payment he receives for jury service. The employee will present proof of service and the amount of jury duty pay received therefore.
- 5:07** When an employee hereunder is either elected or appointed to a full time job with the Union, he will be granted a leave of absence without pay for a period of up to one (1) year. The employee shall request the leave of absence in writing, with a copy to the Union.
- 5:08** During authorized leave of absence, an employee shall maintain and accumulate seniority.
- 5:09** An employee granted a leave of absence will be considered self terminated if:
- a) He does not return to work at the end of the leave of absence.
 - b) He takes a job elsewhere during his leave without approval of the Employer, with a copy to the Union, except as provided in Clause 5:07.

ARTICLE 6

Shop Stewards

- 6:01** There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- 6:02** The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 6:03** The employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognize that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- 6:04** The Union will advise the Employer of the identity of all Shop Stewards.
- 6:05** Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay, providing the grievance is dealt with in the time limits in Article 11:01.

ARTICLE 7

Union Notices

- 7:01** The employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer and said Notice Board.
- 7:02** The employer shall be responsible for the posting of an up-to-date seniority list every six (6) months.

ARTICLE 8

Conflicting Agreement

- 8:01** The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.
- 8:02** The Employer agrees that before affecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

ARTICLE 9

Protection of Rights

9:01

- a) The Union agrees, that in the event the Company becomes involved in a controversy with any other Union, the Union will do all in it's power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.
- b) It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.
The Union shall notify the Company as soon as possible of the existence of such recognized legal picket line.
- c) During the life of this Agreement there shall be no lockout by the Company or any strike, sit-down, slow-down or work stoppage or suspension of work either complete or partial for any reasons by the Union.

ARTICLE 10

Transfer of Title or Interest

- 10:01** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another Company, limited or otherwise is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE 11

Grievance Procedure

11:01 Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures. Time limit to institute this grievance procedure:

- a) Termination, suspensions or lay-off - ten (10) calendar days.
- b) All other grievances - fifteen (15) calendar days.

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

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor; however, the employee will be entitled to be represented by a Shop Steward or a Union Representative.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a Shop Steward and the Company Supervisor.

Step 3: Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4: Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

11:02 If the Parties fail to agree upon a neutral Arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral Arbitrator the Minister of Labour will be required to appoint a neutral Arbitrator.

11:03 The Arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays), following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith.

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

11:04 The cost of the Arbitrator will be borne equally by the Union and by the Company.

11:05 Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing the reasons for his discharge or suspensions, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued

before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays and General Holidays.

11:06 If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement.

ARTICLE 12

Job Posting Etc.

12:01

- a) In the event that a full time job becomes vacant for five (5) or more consecutive workdays, or a job classification is created, the Employer shall post a notice on the bulletin board notifying that a vacancy, job or classification exists, giving the details of the job. The time the notice is posted shall be noted on the posting as well as the time the posting will come down seven (7) days later (e.g. posted at 9:00 a.m. on Monday – notice to come down at 9:00 a.m., Monday seven (7) days later). Employee's desiring such job, shall then apply in writing within seven (7) days of such postings and shall fill said job within twenty-one (21) calendar days. Employees on vacation or leave of absence shall have the privilege of applying in writing prior to their vacation or leave of absence. The senior employee who has the ability to do the job shall receive such job. Any vacancies that are caused by the original posting being filled shall be posted for a three (3) weekday period (Monday to Friday).
- b) Full-time employees will be given first opportunity to fill all vacancies, in accordance with their seniority, be it full time work or temporary providing they are qualified.
- c) In the event no full-time employees apply for the vacancies, part-time employees will be given an opportunity to fill the vacancies prior to an employee being hired.
- d) In the event that a regular full time/part-time position becomes vacant for five (5) or more consecutive workdays due to scheduled vacation or a leave of absence approved more than ten (10) days prior to the vacancy occurring, the shift shall be posted as per Article 12:01 (a) e.g.: vacant Saturday, Sunday/Saturday, Sunday/Saturday = job to be posted.
- e) Employees who are successful in bidding for job postings must forfeit any regularly scheduled shifts in the affected week or weeks of the job posting if the combination of working these shifts would cause the employee to work overtime.

12:02 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

12:03 If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc., for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.

12:04 Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

12:05 Vacancies of less than five (5) consecutive workdays shall be filled by full time/part-time or part-time employees available and qualified to work by the call in procedure providing the employee has worked less than forty (40) hours that week. There shall be no job bumping.

12:06 Call In Procedure

- 1) Start at the top of the list.
- 2) If the next person to be called on the list already has a shift on the same day as the shift to be filled, then they shall not be called. If the next person to be called on the list would work a total of more than 40 hours or more than five days in the affected week if the shift were accepted, then they shall not be called. Under these circumstances, the person would not lose their position at the top of the list.
- 3) Refuse a shift when called then go to bottom of the list.
- 4) Accept a shift when called and go to bottom of the list.
- 5) No answer when called - the Company shall leave a message for the employee to call in to work; the message shall also state the time of the call. The called employee shall return the phone call of the Company within 20 minutes of the Company's call or go to the bottom of the list. If the employee does not have an answering machine or anyone to take a message when the Company makes their original call, then the Company shall make a second phone call 20 minutes after the first call. If there is no answer to second call then the employee shall have their name go to the bottom of the list.
- 6) After two full rotations the most junior qualified employee, based on seniority shall be required to work. The employer will reasonably consider any mitigating circumstances.
- 7) Vacant shifts shall be filled three (3) days prior to the vacancy where possible, with a maximum of one (1) shift to be given out at a time. The Company shall not dispatch any shift that is to be worked in excess of fourteen (14) days from the date of dispatch.
- 8) If it is known that a number of shifts are available then the qualified employee at the top of the list shall have the right of first choice of the shifts.
- 9) Employees returning from holidays, leave of absence, suspension or returning from a full time bid shift shall have their name placed on the bottom of the list.
- 10) A person who books off will be considered unavailable for work the entire day. The employee shall retain their position on the call in list.
- 11) If the Company has to call an employee in to fill a vacancy and there is less than four (4) hours to the shift commencing, the Company shall call employees from the top of the list in rotation. The Company will not be required to wait thirty (30) minutes between calls. If the first employee is not available then the Company shall immediately go to the next employee and so on.

An employee that has accepted a known shift for the following day shall not have a claim for another shift that may become vacant on the day of accepting their shift or the following day.

e.g.: Company gives out a known vacant shift at 1 pm on Wednesday for an afternoon shift Thursday - then - someone phones in sick on graveyard Wednesday - then the Company does not have to first recall the person who was at the top of the list that accepted the Wednesday afternoon shift.

ARTICLE 13

Technological Change and Retraining and Job Security

- 13:01** The employer shall not introduce or implement any technological change until and unless:
- a) The employer has given three (3) months notice in writing to the Union of its intention to introduce a technological change;
 - b) The employer has given first opportunity to the employees then on the payroll through the job posting procedure, to receive training required by such technological change.

ARTICLE 14

Severance Pay

- 14:01** Employees with three (3) months or more of service whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operations or loss of business shall receive termination pay of one (1) week's pay for each year of service, to a maximum of eight (8) weeks pay, at the rate of pay the employee was receiving on the date of termination.
- 14:02**
- a) After three (3) consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.
 - b) The employer's liability for compensation for length of service increases as follows:
 - i) after 12 consecutive months of employment, to an amount equal to two (2) week's wages;
 - ii) after three (3) consecutive years of employment, to an amount equal to three (3) week's wages plus one additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- 14:03** The liability is deemed to be discharged if the employee:
- a) Is given written notice of termination as follows:
 - i) one weeks notice after three (3) consecutive months of employment;
 - ii) two (2) weeks notice after twelve (12) consecutive months of employment;
 - iii) three (3) weeks notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks notice;
 - b) Is given a combination of notice and money equivalent to the amount the employer is liable to pay, or
 - c) Terminates the employment, retires from employment, or is dismissed for just cause.
- 14:04** The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by:
- a) Totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work,
 - b) Dividing the total by eight (8), and

c) Multiplying the result by the number of weeks' wages the employer is liable to pay.

14:05 For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

ARTICLE 15

Pay Day and Pay Statements, Etc.

15:01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, on Wednesday, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.

15:02 The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and deductions made from the gross amount of wages.

15:03 It is agreed between the Parties, that the Company will provide Canada Savings Bonds on a payroll deduction basis upon application and authorization by the employee on such form as the Company may require, and such form will be supplied by the employer.

15:04 In the event there is a payroll error(s) of \$20 or more on the employees pay cheque, the Company shall issue another cheque to correct the shortfall in the employees payroll within twenty-four (24) hours of the original payroll error being reported to the manager or acting manager. Payroll errors of less than twenty dollars (\$20) will be paid to the employee on the following payday after the error.

ARTICLE 16

Annual Vacations

16:01

- a) Vacations shall be scheduled through the Staff Co-Coordinator. If there is a conflict over two (2) people wanting the same period off, seniority shall prevail.
- b) Employees must take all annual holidays for which they are entitled. Holidays must be taken within the one (1) year of the employee's anniversary date.
- c) Vacation year shall be May 1 to April 30.

16:02

- a) Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split into one (1) week periods as per seniority list.
- b) Employees entitled to three (3) weeks vacation or more, who take their vacation during prime time months of July, August, and the period between December 15th to January 15th shall only be entitled to a total of three (3) weeks vacation in prime time (effective January 1, 2008).
- c) Vacation prime time to be July, August and December 15 to January 15. Only one (1) Call Taker and one (1) Call Taker Supervisor allowed vacation at any one time during vacation prime time.

d) Employees shall be able to use at their option, two (2) weeks of their vacation entitlement in a minimum of one (1) day segments. The employee shall give the Company three (3) days notice of their request to take a vacation day(s). Employees taking vacation in one (1) to four (4) day segments shall not have priority over any employee taking vacation time in one (1) week or more increments. All employees shall be required to take a minimum of two (2) weeks of annual vacation time in one (1) or two (2) week increments. The employee taking vacation in one (1) to four (4) day segments shall have their vacation time granted by the Company on a “whoever requests the time off first” basis provided no other employee(s) is off on vacation during the time requested off. The Company shall grant two (2) employees vacation at the same time if there are spare employees to cover the shift(s). This clause does not supersede Article 16:02 (c).

16:03 All full-time employees shall have first choice for posting their annual vacations prior to part-time employees posting their annual vacations.

16:04 All full-time employees shall be entitled to a minimum of one (1) week of annual vacations during the summer months of July or August.

16:05 An employee's anniversary date of original hiring as per seniority list shall be used as the date to calculate an employee's vacation entitlement and payment.

16:06	Years of Service	Vacation Period	Vacation Pay
	0-1		4%
	1-4	2 weeks	4%
	4-10	3 weeks	6%
	10-14	4 weeks	8%
	14-20	5 weeks	10%
	20 plus	5 weeks	12%

Employees with twenty (20) plus years of service with the Company shall be able to take six (6) weeks of annual vacation with twelve percent (12%) vacation pay, at the employees option.

16:07 Absence due to any illness will be deemed to be time paid for the purpose of vacation entitlement.

16:08 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.

16:09 In the event an employee leaves the employ of the employer, after he had his vacation he will be entitled to whatever percentage is applicable either 4%, 6%, 8%, 10% or 12% of wages earned.

16:10 Twelve hundred and fifty (1250) hours shall constitute a year of service, no employee will accrue more than one (1) year of service in a twelve (12) month period.

16:11 Employees that have not accrued annual vacation years of service as contained in Article 16:06 and 16:10, shall receive annual vacation and pay as follows:

a) Employees after five (5) years of service shall receive six percent (6%) of their gross earnings and twenty-one (21) consecutive days off for annual vacation.

- b) Employees with less than five (5) years of service shall be entitled to fourteen (14) consecutive days off and four percent (4%) of their gross earnings for annual vacation.

16:12 Holiday pay to be paid by separate cheque.

16:13 Holiday pay may be paid once per calendar year. Holiday pay may be paid in conjunction with the first instance of annual holidays taken by the employee. Holiday pay may be paid out on the employee's anniversary date, or the employee may request the holiday pay be paid for the period taken, but not more than the accrued amount. Holiday pay shall be made available to an employee upon two (2) weeks notice in writing to the Company, up to a maximum of three (3) times in a calendar year.

16:14 The Company shall post a blank holiday schedule on the bulletin board at each branch by January 15th of each year. Full-time employees must have completed posting their vacation request before March 15th. Part-time employees must have completed posting their vacation requests between March 16th and April 15th. Any employee not having posted his request by this date will be assigned a vacation period by the Manager. The Company shall post the final vacation schedule by May 1st. Employees will be allowed to choose weeks in which General Holidays fall. The holiday schedule shall only contain the names of employees covered by this Agreement who are members of the Union or who shall become members of the Union.

- a) The employees in each seniority unit as stated in the preceding paragraph, in order of seniority shall designate the dates they desire to have as their vacation period.
- b) No other employee of the Company shall be allowed to have their vacation period interfere with the vacation period of an employee covered by this Agreement.
- c) Once an employee establishes the dates for his vacation, the Company may not alter those dates without the consent of the employee. Nor may the employee alter such dates without consent of the Company.
- d) Employees shall indicate on the holiday schedule how many weeks of vacation the employee will take off in less than one week segments as outlined in Article 16:02 (d).

16:15 An employee shall not be able to cancel or alter their approved annual vacation in order to bid and assume a posted shift while they should be on vacation. The conditions of Article 12:01 (a) shall be followed.

ARTICLE 17

General Holidays

17:01

- a) All full-time employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he would normally be entitled to. Employees on express leave of absence of thirty (30) calendar days prior to the holiday shall not be entitled to statutory holiday pay:

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

- b) An employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.

An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding over-time earned in the 30 day period by 15.

- 17:02** If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as holidays, then employees shall receive such statutory holiday with pay as set out herein in 17:01 above.
- 17:03** Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carried over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday Pay, receive one and one-half (1 1/2) times their hourly rate for all hours worked during that shift.
- 17:04** It is agreed that the General Holiday shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- 17:05** An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Bereavement Leave, or authorized leave of absence not in excess of thirty (30) days. The employee shall be given a day off with pay in such circumstances or an extra days pay as he chooses.
- 17:06** Any employee, whose shift commences after 12:00 (noon) on December 31, shall be paid at a rate of pay 1 1/2 times their regular rate of pay. Note: This clause does not apply to the midnight shift starting at 22:30 on December 31.

ARTICLE 18

Separation of Employment

- 18:01** If an employee is discharged he shall be paid for all monies owing to him within forty-eight (48) hours.
- 18:02** If an employee quits, the Employer may withhold payment for five (5) calendar days.
- 18:03** The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked or terminated.

ARTICLE 19

Definition of Employee

19:01

- a) All newly hired employees will be considered probationary employees, for the first 120 hours of work. After 120 hours of employment an employee will become a regular employee.
- b) The first eight (8) hours of training of the 120 hours probationary period will be broken into two segments. The first segment shall be four (4) hours of instruction on the

Computer Dispatch system and the second segment shall be four (4) hours of on the job training as an extra person. There will be no training between the period of December 1st and January 15th.

- c) Employees transferred to or attaining regular status will not be required to serve an additional probationary period, provided they have completed their 120 hours.

19:02 A regular full-time employee is any person employed on a full time permanent basis whose duties fall within the bargaining unit, and who has completed the probationary period.

19:03 A regular part-time employee is any person hired to work less than the normal working hours in a month, and whose duties fall within the bargaining unit.

ARTICLE 20

Seniority

20:01 There shall be a seniority list setting out the names and dates of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Notice Board.

20:02 Seniority shall be length of service within the Bargaining Unit, Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

20:03 Layoff and recall shall be based on seniority, that is, the last hired shall be first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.

20:04 Seniority shall be lost if an employee:

- a) Voluntarily leaves the employ of the Employer, or
- b) Is discharged for just cause, or
- c) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or,
- d) Is on continuous layoff for six (6) months.

20:05

- a) When the Company requires Call Takers to train as Call Taker Supervisors, the Company shall post a notice for interested employees to apply for the training. Employees shall have seven (7) days in which to apply, with the most senior applicants receiving the training, providing the most senior applicant has not received Call Taker Supervisor training in the preceding twelve (12) months. Call Takers training to become a Call Taker Supervisor shall receive a minimum of eight (8) training shifts (a minimum of four (4) hours per shift).
- b) Call Takers transferring into a Call Taker Supervisor classification will be on a probationary period of fifteen (15) worked shifts or six (6) calendar months, whichever comes first. If during the probationary period an employee is unable to handle the job they transferred into, or they decide to return to their old job, they will be allowed to revert back to their former position without loss of seniority. The six (6) calendar month probationary period referred to shall be extended to reflect any leave of absence or absence a probationary person takes.

ARTICLE 21

Days and Hours of Work and Overtime

- 21:01** Each full-time employee shall be guaranteed eight (8) hours pay each day, provided he commences work at the start of his shift, with a half (1/2) hour break for lunch after three and a half (3 1/2) hours of work, but not later than five (5) hours of work.
- 21:02** The regular workweek for full-time employees shall consist of a maximum forty (40) hours per week over five (5) consecutive workdays.
- 21:03** A regular part-time employee is one that works less than a regular full-time employee.
- 21:04**
- a) Any time worked in excess of eight (8) to ten (10) hours in any one day shall be paid at the rate of one and one-half (1 1/2) times their normal rate of pay.
 - b) Any time worked in excess of ten (10) hours in any one day shall be paid at the rate of two times (2X) their normal rate of pay.
- 21:05** All time worked on an employee's sixth (6th) day of work shall be at the rate of time and one half (1 1/2) for the first eight (8) hours and double time (2X) thereafter.
- 21:06** Any time worked on an employee's seventh (7th) day of work shall be at double time (2X) for all hours worked.
- 21:07** Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid overtime rates for a minimum of four (4) hours.
- 21:08** All daily shifts shall be scheduled in advance and a schedule on the Notice Board showing the hours of work and no split shifts shall be allowed at any time.
- 21:09** Shift premium shall be paid for all hours worked on the graveyard shift at the rate of \$1.00 per hour for each hour worked. A graveyard shift is one in which the greater portion of the hours worked fall between midnight and 6:00 a.m.
- 21:10** For the purposes of this section the workweek shall be from 00:01 hours Monday to 24:00 hours on Sunday. It is understood between the Company and the Union that the graveyard shift, which starts at 22:30 hours on Sunday, shall be considered as a Monday shift.
- 21:11** The day is defined as the 24 hour period commencing with the start of the first graveyard shift.

ARTICLE 22

Lunch and Rest Periods

- 22:01** Management, Drivers or Office Employees will be allowed to fill in while an employee is taking lunch breaks with the understanding this provision will apply to lunch breaks or emergencies only.
- 22:02** In the event of an emergency the above provision in 22:01 will apply only until such time another employee can be contacted, and reports in to fill the balance of the shift.
- 22:03** It is agreed between the parties that when an employee works through their lunch break the time will be banked.

Banked time shall be accumulated, accounted for and paid out in the two classifications (Call Taker Supervisor and Call Taker).

Accumulated banked time will be paid out on two (2) weeks notice

- a) A full-time employee may accumulate up to ten (10) banked days before being paid out.
- b) A full time part-time employee may accumulate up to five (5) banked days before being paid out.

No employee may request a paid banked day off prior to reaching a minimum of a full banked time day (8 hours).

An employee wishing to take off more than one (1) banked time day shall provide two (2) weeks advance notice in writing to the Company. It is understood between the Company and the Union that banked time shall not have precedent over vacation time.

ARTICLE 23

Compensation Coverage

23:01 When an employee on Compensation is notified by the Compensation Board that he/she may return to work, he/she shall be returned to the payroll at his/her previous job and applicable rate of pay.”

ARTICLE 24

Savings Clause

24:01 If any Article or Section of this Agreement should be held invalid by operation of law or by a 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 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.

24:02 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 the Union, 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 may submit the dispute to the Grievance Procedure as in Article 11 herein.

ARTICLE 25

Inspection Privileges

25:01 An authorized Business Agent of the Union will have access to the Employers establishment where employees are working during normal business hours Monday to Friday.

ARTICLE 26

Sanitary Facilities

- 26:01** The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper cleanser and towels in sufficient quantity with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- 26:02** The Dispatch and Office shall be adequately heated and ventilated.

ARTICLE 27

Safety and Health

- 27:01** The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and a proper first-aid kit and facilities.
- 27:02** Any employee, who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.
- 27:03** In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

ARTICLE 28

Bonding

- 28:01** If the employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid by the Employer.

ARTICLE 29

Management

- 29:01** The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces.
- Copies of Rules and Regulations that affect the employees will be supplied to the Union Representative.
- 29:02** Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.
- 29:03** Discipline and discharge: An offence of an employee shall not later be invoked by the Employer as justifying discharge, suspension or other discipline unless the employee has been given a warning or reprimand slip within (5) five days of the time the Employer became aware of the employee's offence. This clause shall not affect cases where the offence justifies immediate discipline, suspension or discharge. A copy of the warning or reprimand slip shall be given to a Shop Steward as soon as possible after an employee receives such a reprimand and shall be considered a form of discipline and subject to the grievance procedure. Copies of warning and reprimand slips shall be sent to the Union

within forty-eight (48) hours of such notice being given to the employee. Saturdays, Sundays and Statutory Holidays excluded.

29:04 In the event that an employee grieves that he/she has been unjustly or unreasonably warned, disciplined, suspended or discharged, such grievance shall be filed in accordance with Grievance Procedure.

29:05 Warning or reprimand slips in excess of fifteen (15) months shall be removed from the employee's file and shall not be used to compound further disciplinary action.

ARTICLE 30

Health and Welfare Plan

30:01

- a) The Company will provide all regular full-time employees with M.S.P. of B.C. Medical coverage at no cost to the employee, for themselves and their families.
- b) Full-time part-time employees working eight (8) or more shifts in a month will be provided with M.S.P. of B.C. Medical coverage at no cost to the employee, for themselves and their families.

30:02 Those employees that have medical coverage under a spouse's Health and Welfare Plan will not be entitled to coverage under 30:01 above.

30:03 All accumulated sick days will be kept, and new sick days accumulated as per the following:

- a) Each full-time employee will receive a credit, not in advance, of one half (1/2) sick day, for each calendar month worked.
- b) Each full time/part-time employee will receive a credit, not in advance, of one quarter (1/4) sick day, for each calendar month worked.

Sick days are accumulative from month to month and year to year to a maximum of twelve (12) days.

For the purpose of sick time accumulation, any days an employee is off work due to annual vacation or jury duty will be considered days worked.

Upon termination of employment all accumulated sick time will be paid to the employee at the employee's regular rate of pay, at the time of termination.

All existing employees would retain their existing credit.

The following conditions are in place for when part-time and full-time/part-time employees fill vacancies:

When a full-time employee is off work for a full calendar month or more, the full time/part-time or part-time employee that is replacing the full-time employee shall accumulate sick leave credit(s) for the month(s) at one half (1/2) sick day for each calendar month worked while replacing the full-time employee.

When a part-time employee bids into a full time or a full-time/part-time position on a temporary vacancy for a full calendar month they shall accumulate the appropriate sick leave credit for each full calendar month.

If the part-time employee that bid on the full-time/part-time shift reverts to part-time status, the part-time employee shall be paid out the balance of their sick leave credits on the following pay period.

If the permanent employee being relieved is receiving vacation pay or is on jury duty the part-time or full-time/part-time employee would not accrue sick benefits or additional sick benefits for the duration of the permanent employee's vacation or jury duty period.

ARTICLE 31

Article Headings

31:01 The Article Headings shall be used for purpose of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 32

Classifications and Wage Rates etc.

32:01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in the Appendices attached hereto and forming part of this Agreement.

32:02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.

32:03 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

32:04 Employees relieving other employees temporarily for a one (1) hour period shall continue to receive their regular rate of pay, for the period of time they are relieving lower paid employees or higher paid employees.

ARTICLE 33

Paid Election Time Off

33:01 The Employer shall not alter the regular or normal starting time of shifts of any employee on any Election Day.

ARTICLE 34

Gender

34:01 Wherever the use of the male gender is used herein, it shall also apply to the female gender.

ARTICLE 35

Loss of Benefits

35:01 No employees who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits, shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement, unless approved by the majority of the employees members of the Union.

APPENDIX "A"

Rates of Pay

CALL TAKER SUPERVISORS	May 1 2009	May 1 2010	May 1 2011	May 1 2012
Starting Rate	\$14.61	\$15.05	\$15.50	\$16.12
12 Months	\$15.87	\$16.35	\$16.84	\$17.51

CALL TAKER	May 1 2009	May 1 2010	May 1 2011	May 1 2012
Starting Rate	\$12.60	\$12.98	\$13.37	\$13.90
12 Months	\$13.86	\$14.28	\$14.70	\$15.29

APPENDIX "B"

TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND

EFFECTIVE MARCH 1, 1995

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 31.

LETTER OF UNDERSTANDING #6

BETWEEN

PRINCE GEORGE TAXI HOLDING CO LTD.

AND

TEAMSTERS LOCAL UNION NO. 31

RE: FOUR DAY WORKWEEK OF 10 HR. DAYS

THE COMPANY AND THE UNION AGREE to the following terms and conditions for the implementation of a four (4) day workweek of ten-hour days.

Where there is a mutual agreement between the Company and the Union, the Company may establish a workweek consisting of four (4) ten (10) hour days. Overtime will be payable at two (2) times the standard rate of pay for all hours in excess of ten (10) hours in a day. Employees working the four (4) day workweek on days between Monday and Friday inclusive must have Saturday and Sunday as their regular days off and a third day off as designated by the Company. Where the four (4) ten (10) hours shifts include Saturday and/or Sunday the four (4) shifts must run consecutively and the employee shall have three (3) consecutive days off. Where the four (4) ten (10) hour shifts include Saturday and/or Sunday the shifts may have different start times for each day, however, there must be not less than eight (8) hours off duty between each shift. Where the ten (10) hours day is agreed to between the parties the ten (10) hour day will be applicable in all daily guarantees provided in this agreement.

Employees working the four (4) ten (10) hour shifts cannot claim any overtime work which will not allow them to have a full eight (8) hours off duty between shifts. All employees working the four (4) ten (10) hour shifts on the weekend Friday through Monday will be regular employees. Part-time employees can be used to replace the regularly assigned or bid employees on these shifts but will not be used to supplement these shifts.


It should be understood that a four (4) day workweek of ten (10) hour days is to be considered equivalent to a five (5) day workweek of eight (8) hour days for the conditions of the Collective Agreement that refer to a regular workweek for full-time employees (Article 21:02).

e.g.: Where the Collective Agreement requires that a full time job be posted when it becomes vacant for five or more consecutive workdays, a 4 x 10 hour shift will have the same requirement when a person has booked off all four (4) days of a 4x10 hour shift. It should also be noted that Statutory Holidays that fall within the exemplified workweek shall be included as a consecutive day of work.

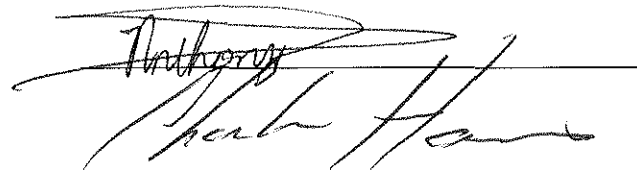
Lunch breaks for an employee on 4x10 hour shifts shall be credited as 37.5 minutes to the employee per week.

DATED at, British Columbia, this day of , 2010

SIGNED ON BEHALF OF THE
COMPANY



SIGNED ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING #8
BETWEEN
PRINCE GEORGE TAXI HOLDING CO. LTD
AND
TEAMSTERS LOCAL UNION NO. 31

RE: PART TIME EMPLOYEES REQUIRED TO WORK MINIMUM SHIFTS

Part-time employees are required to work a minimum of four (4) shifts per quarter provided that a minimum of twelve (12) shifts per quarter have been offered to the part-time employee. Of the minimum four (4) required shifts in the quarter to be worked, two (2) of the shifts will be graveyard shifts and/or late call taker shifts, provided a minimum of eight (8) graveyard shifts and/or late call taker shifts have been offered to the part-time employee in the quarter.

Multiple shifts being offered on the same day of work will be considered as one (1) offer e.g. an employee is offered Monday morning shift, and/or Monday afternoon shift, and/or Monday evening shift on the same day would be considered as one (1) offer.

A quarter is defined as:

(January, February, March), (April, May, June), (July, August, September), (October, November, December).

Part-time employees that are not offered the required minimum number of shifts in a quarter in which to work the required minimum number shifts, shall not be penalized for not working the required minimum number of shifts. The quarter shall be considered as the employee meeting the terms of the minimum shift requirements of this Letter of Understanding.

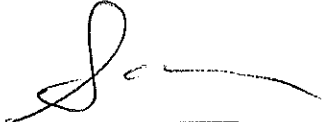
Part-time employees that are offered the required minimum number of shifts in a quarter but do not work the required minimum number of shifts in a quarter will receive a letter of discipline advising them that their employment will be terminated if they do not work the minimum number of shifts in the next quarter as per the conditions of this Letter of Understanding.

Part-time employees that receive a letter of discipline may be terminated if they do not work the minimum number of shifts in the next quarter as per the conditions of the Letter of Understanding

Part-time employees that receive a letter of discipline for not working the required minimum number of shifts and work the minimum number of shifts in the next quarter as per the conditions of the Letter of Understanding shall have the letter of discipline removed from their file(s) and the letter shall be destroyed and not be referred to again.

Signed this 9 day of June, 2010

SIGNED ON BEHALF OF THE
COMPANY



SIGNED ON BEHALF OF THE
UNION

