

# Collective Agreement Between

### **Teamsters Local Union No. 419**

(hereinafter referred to as the "Union")

### **And**

1839086 Ontario Inc. c.o.b. as Young Drivers of Canada (Mississauga and Toronto)

(hereinafter referred to as the "Company")

August 1, 2022 to July 31, 2025



You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL**. This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

Suspension — should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.** 

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,

Harjinder S. Badial, Secretary Treasurer

Teamsters Local 419

### LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

### To all bargaining unit employees of Young Drivers of Canada (Mississauga and Toronto)

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.5 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,

Jason Sweet, President **Teamsters Local 419** 

"In Solidarity We Rise"

### **TEAMSTERS LOCAL UNION NO. 419**

#### **EXECUTIVE BOARD**

President JASON SWEET

Vice-President OWEN LANE

Secretary-Treasurer HARJINDER S. BADIAL

Recording Secretary KEITH BRUCE

Trustee AARON NOVIELLI
Trustee GWEN PAINTER
Trustee TROY SNOW

Business Agent KEN DEAN

Business Agent FAHEEM BHATTI
Business Agent BRANDON DAWE

#### <u>STAFF</u>

Executive Assistant JOY QUE RANEM DHALIWAL

Admin. Support/Dues KAREN CANN



"In Solidarity We Rise"

### **Teamsters Historical Overview**



International Brotherhood of Teamsters 1,400,000 Members

**Teamsters Canada 130,000 Members** 

Teamsters Ontario
Joint Council 52
44,000 Members
In nine (9) different local unions across
the Province of Ontario

### **Teamsters Canada**

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



#### Members in each Province:

British Columbia – 30,000 Alberta – 8,000 Saskatchewan – 1,000 Manitoba – 2,000 Ontario – 44,000 Quebec – 41,000 Newfoundland – 1,000 Nova Scotia and New Brunswick – 2,000

### **Teamsters Canada**

TEAMSTERS CANADA SERVICES	UNION SERVICES
<ul> <li>Research</li> <li>Governmental Affairs</li> <li>Education</li> <li>Communications</li> <li>Recruiting</li> <li>Out-of-work Benefits</li> <li>Health and Safety</li> <li>Human Services</li> </ul>	<ul> <li>Negotiation/Collective Bargaining</li> <li>Grievance and Arbitration Procedure</li> <li>Health and Welfare Program</li> <li>Pension Plan Program</li> <li>Job Security</li> <li>Legal Assistance</li> <li>Political Action</li> <li>Governmental Representation</li> <li>Workplace Safety and Insurance Board Advocacy</li> </ul>
TRADE DIVISIONS	<ul><li>Human Relations</li><li>Education</li></ul>
<ul> <li>Brewery, soft Drink</li> <li>Construction</li> <li>Dairy and Bakery</li> <li>Warehouse</li> <li>Movie and Trade Union</li> <li>Chemical and Energy</li> <li>Printing and Newspaper</li> <li>Industrial Trades</li> <li>Courier</li> <li>Freight and Cartage</li> <li>Airline</li> <li>Rail</li> <li>Armoured Cars</li> <li>Healthcare</li> <li>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</li> </ul>	<ul> <li>Research</li> <li>Members Scholarship</li> <li>Health and Safety Program</li> <li>Union Publication</li> <li>Communications</li> <li>Credit Card Program</li> <li>Public Campaign</li> <li>Charity Sponsorship</li> <li>Retirees Program</li> <li>Recruiting</li> <li>Out-of-Work Benefits</li> <li>Accounting System (TITAN)</li> </ul>

#### WHAT DO YOU GET FOR YOUR UNION DUES?

- Higher than average wages and benefits. According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits that non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- Job Security. Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- Problems with the Workplace Safety and Insurance Board or Employment Insurance. The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

#### WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union is your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words — a worthless piece of paper.

Bring any suspected violation of this agreement to the attention the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interest of the Union members are protected and guaranteed.

#### **Interviews or Investigations**

#### As a Teamster Member,

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

#### 1) Demand union representation:

Ask for Union representation before the interview.

#### 2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

#### 3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

#### What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."

#### This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- · Speak during the interview.
- · Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

# OCCUPATIONAL HEALTH & SAFETY LAW



#### THE OCCUPATIONAL HEALTH AND SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

#### **Employer's Duties**

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

#### **Supervisor's Duties**

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

#### **Workers' Obligations**

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

#### **Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

#### The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

HEALTH & SAFETY (Ministry of Labour) Toronto – 416-326-7770, Mississauga – 905-273-7800 After hours – 1-800-268-6060

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#### **ARTICLE 1 - PURPOSE OF AGREEMENT**

- The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.
- 1.02 The Company and the Union agree to meet at the request of either party, in conjunction with regular Instructor meetings, for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. The general guidelines for such meetings are described in Appendix "B" of this Agreement.
- 1.03 New employees will be scheduled to meet with a Union Steward at the time of joining the Union so that the new employee can be fully informed of their rights in the Collective Agreement.

#### **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company, save and except Managers and persons above the rank of Manager, office, clerical and sales staff.
- The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.
- 2.03 Managers and other officials of the Company will not perform work on any job normally performed by bargaining unit employees. except:
  - (a) for situations requiring immediate action;
  - (b) complaints, or
  - (c) situations where a bargaining unit member is not available.

- 2.04 Work that is normally and traditionally performed by the bargaining unit shall not be contracted out if such contracting out causes any loss of regular pay, seniority or layoff of any employee concerned.
- 2.05 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

#### 2.06 <u>Introduction of New Policies</u>

The Union recognizes the Company operates solely as a franchise under a licence granted by Young Drivers of Canada Corporation and when new policies are introduced by Young Drivers of Canada Corporation, the Company and the Union will meet to discuss the implementation of such policies. All policies, rules and regulations affecting Instructors shall be subject to the grievance and arbitration procedures.

#### **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

3.01 The Union agrees that the Company retains all management rights except as expressly limited by the Collective Agreement, including the right to hire, lay off, discipline, discharge, promote, demote and transfer employees, to manage its business in all respects, to direct its working force, and to make reasonable rules and regulations, subject to the terms of the Collective Agreement.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period with their first Dues payment.

- 4.03 The Company agrees to deduct Union dues and initiation fees as specified in the Union Constitution from each eligible employee during the first pay period of each month and remit the monies so deducted, together with a list showing from whom and in what amounts deductions were made, to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made:
  - (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.
  - (b) Twelve (12) checkoffs per year (calendar month).
  - (c) Monthly:
    - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
    - Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
    - Addresses to be updated as well as name changes i.e. marriage.
- 4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

#### <u>ARTICLE 5 - UNION REPRESENTATION</u>

- 5.01 The Union may appoint or elect, and the Company shall recognize, four (4) Stewards: Two (2) in Toronto and Two (2) in Mississauga.
- The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- 5.03 For time spent at meetings, when requested by the Company, Stewards will be paid at the regular rate plus travel time when assisting in the presentation of any grievance.
- An authorized representative of the Union shall have access to the Company's establishment when in the accompaniment of an authorized official of the Company during working hours for the purpose of adjusting disputes, provided that the permission of the Company is obtained beforehand, such permission not to be unreasonably withheld.
- 5.05 The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.

#### **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- It is the mutual desire of the parties that complaints of employees shall be reviewed as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint.

Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily adjusted pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

#### 6.04 **STEP ONE**

Within ten (10) working days after the circumstances giving rise to a grievance, the Steward shall present the grievance in writing, on a form supplied by the Union, to the Manager and if, within five (5) working days from the time when such grievance was presented, a decision satisfactory to the employee is not given, then:

#### 6.05 **STEP TWO**

Within five (5) days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step Two. The Manager or his designate shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him, or his designate.

At the Step Two meeting, the employee may be accompanied by a Steward, and the Manager, or his designate, may be accompanied by officials of the Company. The Business Representative of the Union shall be present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) days immediately following the date of such meeting.

#### 6.06 **General Provisions**

A Union policy grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

- Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Manager, or his designate, shall schedule a meeting between the parties to be held within ten (10) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.
- 6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7.
- Any and all-time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 6.11 If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.
- If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.
- If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

- A Steward shall be present at any disciplinary meeting regarding suspensions and discharges.
- 6.15 Any action or decision in respect of any employee shall not be based on any item in his personnel record which has been on file for more than twelve (12) months.
- Any serious complaint(s) made by a customer that is/are not filed within three (3) months of the student(s) last lesson, will not be subject to any disciplinary action.

#### **ARTICLE 7 - ARBITRATION**

- 7.01 If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later. If no written request for Arbitration is received within thirty (30) days after the decision in Step 2 of the Grievance Procedure is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators from the list of arbitrators approved by the Ontario Labour Management Arbitration Commission. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators from the aforementioned list in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the <u>Labour Relations Act</u>, R.S.O. 1980, as amended.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

7.06 Any and all-time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

#### **ARTICLE 8 - STRIKES AND LOCKOUTS**

The Union agrees that there shall be no strike and the Company agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Labour Relations Act, R.S.O. 1980, as amended.

#### **ARTICLE 9 - SENIORITY**

- 9.01 An employee shall be considered probationary for the first one thousand (1,000) units or six (6) months, from the date of their first lesson, whichever shall first occur, and shall have no seniority rights during said probationary period. Upon completion of their one thousand (1,000) units or six (6) months, his seniority shall date from the date of completion of the first unit. The lay-off of any probationary employee shall be deemed to have been done in accordance with the Collective Agreement and no arbitrator shall have any jurisdiction to change, alter or modify the lay-off of such employee. Notwithstanding any other provisions of this Collective Agreement, the discharge of any probationary employee shall be at the sole discretion of the Company and no arbitrator shall have any jurisdiction to alter, modify or amend the discharge.
- 9.02 A seniority list is to be posted as often as changes occur, with a copy to be forwarded to the Union office.
- 9.03 Seniority will be recognized in the scheduling of work assignments in order that Senior Instructors will have greater earning opportunities than less senior Instructors on a monthly basis within the assigned area, provided that Instructors are willing to be assigned to other areas to meet requirements on a voluntary basis. New students within the assigned area will be assigned to Instructors on a top down seniority basis.
- 9.04 a) Employees who have completed their probationary period and are available to work without restriction at the rate of 120 units per previous four (4) weeks shall be FULL-TIME EMPLOYEES and have seniority over Variable Full-time or Part-time employees. Stats,

vacations and sickness (verified by a qualified physician) shall be calculated on the same basis as per Article 11.03 (b) for the purpose of maintaining Full-time status.

- b) Employees who have completed their probationary period and are available to work a restricted number of prime-time hours per week shall be deemed to be variable full-time employees and shall have seniority over Part-time employees.
- c) Employees who have not completed their probationary period and are called to work on an as needed basis shall be deemed to be PART-TIME employees and shall be listed separately at the bottom of the seniority list, and shall pay the appropriate Union dues as per Article 4, provided that they work fifty (50) or more units per month or forty (40) hours or more of in-class teaching.
- 9.05 (a) Bargaining unit instructors wishing to transfer from one location to another within the bargaining unit, providing that such transfer is agreeable with the Company, shall not suffer any loss of seniority or benefits.
  - (b) All instructors transferring from other Young Drivers locations (other than Toronto or Mississauga) shall dovetail to the seniority list and be paid at the start rate of the wage schedule in Appendix "A" or be "red-circled" at their current rate (not to exceed rates contained in Appendix "A"), whichever is higher. Newly hired instructors will qualify for benefits as per the Collective Agreement, which is after the completion of twelve (12) full months of employment. Young Drivers of Canada instructors transferring to the Toronto, Mississauga, Vaughan or Markham locations will be credited the time served at other Young Drivers Centres to qualify for benefits.
- 9.06 Any instructor who leaves for less than two (2) years and is rehired to a full-time instructor will not lose seniority and will be reactivated in the Benefit Plan within one (1) calendar month.

#### **ARTICLE 10 - LAY-OFFS**

10.01 The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks'

notice of lay-off or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

- 10.02
- (a) In the event of a lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to lay-off will exercise their seniority by bumping in order of seniority to another location in the bargaining unit on a voluntary basis. The last employee bumped will be laid-off.
- (b) Employees who have not forfeited their seniority rights as hereunder provided in Article 10.06 (6) shall be recalled in order of seniority.
- (c) A master and a location seniority list shall be revised by the Company every three (3) months and these lists shall be forwarded to the stewards and the Union Office.
- 10.03 To provide for an orderly lay-off, the company and the Union will meet to discuss the procedure to be followed, including bumping procedures.
- 10.04 Notwithstanding their seniority status, Stewards will be continued at work as long as work is available which they are qualified and able to do. Where there is more than one Steward, the Steward's Company seniority will determine his preferential position for lay-off.
- 10.05 It shall be the duty of the employee to notify the Company promptly of any change of address. If the employee fails to do so, the Company shall not be held responsible for failure of notice to reach such employee.
- 10.06 Seniority rights and employment shall cease for any of the following reasons:
  - (1) if an employee quits or retires;
  - (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
  - (3) has been absent from work for more than three (3) working days without notifying the Company and providing a reasonable explanation

for this absence, unless the failure to notify the Company is due to circumstances beyond the employee's reasonable control;

- (4) fails to return to work as scheduled upon termination of an authorized leave of absence, unless the failure to return promptly is due to circumstances beyond the employee's reasonable control;
- (5) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail or telegram to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;
- (6) if a seniority employee is laid off for a period in excess of twelve (12) months;
- (7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

#### **ARTICLE 11 - HOURS OF WORK AND COMPENSATION**

- 11.01 The schedule of wages and compensation is listed in Appendix "A".
- 11.02 The normal hours of operation shall be 8:00 am to 10:00 pm and there shall be a seven (7) day operation. Instructors working outside these hours do so on a voluntary basis. Instructor working hours will be assigned on a Seniority basis.

Instructors may generally schedule their days and units of work. However, in recognition of the fact that most customers are at school or work during the day, the hours of 3:00~pm-10:00~pm on weekdays and any lessons on weekends for the Mississauga Instructors are considered "Prime Time" and the hours of 3:30~pm-10:00~pm on weekdays and any lessons on weekends for the Toronto Instructors are considered "Prime Time".

Instructors under five (5) years must be available without restriction for a minimum of one hundred and four (104) "prime time" hours of in-car instruction per previous four (4) weeks, of which, thirty-two (32) hours of these "prime time" hours must be on a Saturday or Sunday unless they are assigned for in-class sessions during such "prime time".

Instructors with five (5) or more years of seniority must be available without restriction for a minimum of ninety-six (96) "prime time" hours of in-car instruction per previous four (4) week, of which sixteen (16) hours of these "prime time hours" must be on a Saturday or Sunday, unless they are assigned for in-class sessions during such "prime time". For instructors with fifteen (15) years seniority or more week-end in-car lessons are optional.

11.03

(a) Seniority will be recognized in the scheduling of work assignments in order that senior instructors will have greater earning opportunities than less senior instructors and the Company will take all reasonable steps to ensure that the number of units per instructor shall not fall below one hundred and twenty (120) per week for four consecutive weeks.

If the number of units falls below this level, a meeting shall be convened between the company and the Union to decide on whether to re-assign work areas and/or to initiate a lay-off. Should the number of units fall below one hundred and twenty (120) in a four-week period for any instructor, then the Instructor may claim the work from a less senior instructor and the Union will file a grievance if the situation is not rectified.

(b) Employees will be eligible for monthly benefits conditional upon completion or availability for one hundred and twenty (120) units per previous four (4) weeks unless on approved vacation time or when there is a documented medical reason (documented medical reasons will be accepted up to a maximum of seventeen (17) consecutive weeks in a year). Failure to complete or be available for one hundred and twenty (120) units for four consecutive weeks will cause the instructor to be reclassified as a variable full-time instructor and will not be eligible for health and welfare benefits. (Vacation time, stats, authorised personal days (2 per year) or a day off for medical reasons is the equivalent of eight (8) units per such day).

### Employees who cancel availability without notice and/or valid reason and drop below (120) are subject to lose their availability for health and welfare benefits.

11.04 Each calendar year, each employee will receive one hundred (\$100.00) dollars to spend on Young Driver clothing.

#### **ARTICLE 12 - STATUTORY HOLIDAYS**

12.01 The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees as per the Employment Standards Act:

New Year's Day
Good Friday
Canada Day
Labour Day
Christmas Day
Family Day
Victoria Day
Civic Holiday
Thanksgiving Day
Boxing Day

- Due to their schedules, Instructors may take another day off with pay or pay in lieu thereof calculated on the basis of the base rate (in-car) based on the last thirteen (13) full working weeks average number of units worked per day.
- 12.03 Where a Statutory Holiday falls during an employee's vacation period, the employee shall receive, at the option of the employee, another day off with pay in lieu thereof at a time to be selected by mutual agreement or an extra day's pay.

#### **ARTICLE 13 - VACATIONS**

- The Company will grant all employees to whom this Agreement is applicable, a vacation period. Choice of vacation periods will be based on seniority, approved by management and requested by March 1<sup>st</sup>, provided it does not conflict with the Company's need to maintain an efficient work force (not to exceed 10% of the work force June to August). The Company will require sixty (60) days' notice for vacation periods of one (1) week or more on forms supplied by the Company. Vacations due in any year must be taken during the vacation year, and vacations shall not be cumulative from year to year.
- 13.02 Payment for vacations and entitlement, as of December 31st in any year, shall be as follows:

Length of Service	No. Weeks Entitlement	Pay
Less than one (1)		Pay at 4% of earnings
year		
One (1) year but less	2 weeks vacation	Pay at 4% of earnings
than five (5) years		
Five (5) years but less	3 weeks vacation	Pay at 6% of earnings
than ten (10) years		
Ten (10) years but	4 weeks vacation	Pay at 8% of earnings
less than twelve (12)		
years		
Twelve (12) years but	5 weeks vacation	Pay at 10% of earnings
less than twenty (20)		
years		
Twenty (20) years or	6 weeks vacation	Pay at 12% of earnings
more		

Payments, for the purpose of this Article, shall be based on the earnings as shown on the T-4 Income Tax Form.

The Company agrees to pay vacation pay in January of the following year for the previous year or as per each Instructor's request.

The Company agrees to pay vacation pay in January of the following year for the previous year or as per each Instructor's request

13.03 Any employee whose employment shall be terminated for any reason, shall be paid for all vacation credits earned as per Article 13.02.

#### **ARTICLE 14 - HEALTH AND WELFARE**

#### 14.01 **BENEFITS**

For the term of this agreement the Company shall contribute Three Hundred and twenty (\$320.00) Dollars to the instructors in lieu of benefits.

14.02 In the event an employee on any day is injured while at work and unable to continue work, he shall not suffer a reduction in pay for the remainder of his scheduled hours on that day.

#### 14.03 Personal Leave Time

The Company shall provide employees who have completed their probationary period two (2) days personal leave time in each reference year of October 1 to September 30, on the following terms:

Employees with three (3) years or more years of service will have a total of three (3) personal days.

- (i) Payment for personal leave time will be at one hundred (100%) per cent of the employee's regular hourly wage (calculated on the same basis as Statutory holiday pay).
- (ii) Any unused personal leave time will be paid at one hundred (100%) per cent of the employee's regular hourly wage (per Article 12.01 herein) on the last pay cheque of September of each year.

In cases of serious illness or accident requiring hospitalisation and verified by a qualified physician, employee receives wages for a period of two (2) weeks.

#### Note:

Employment Insurance Sickness Benefits will be claimed by the employee from the 3<sup>rd</sup> week to the 17<sup>th</sup> week.

The words "serious illness or hospitalisation" shall mean the following;

- The use of emergency medical services by the employee. hospitalised in total or in part for the duration of the illness/absence, and/or;
- Under the care of a medical specialist licensed by the College of Physicians and Surgeons who is a specialist for the specific illness being treated.

#### **ARTICLE 15 - VEHICLE**

15.01 Instructors using their own vehicle will provide a properly licensed, insured, vehicle appropriate for teaching and equipped with ABS brakes and air conditioning.

Vehicles cannot be more than seven (7) years old or with more than 400,000 kilometres, whichever occurs first. At 300,000 kilometres management must approve the vehicle. The Union Steward will be involved in the process.

Replacement vehicles to be less than two (2) years old, with no more than 40,000 kilometres.

Replacement vehicles more than two (2) years old or with more than 40,000 kilometres would require Management's approval.

For more clarity, the choice of the vehicle remains solely with the Instructor with management approval. The Company will make every effort to provide car insurance at an affordable and competitive cost for all instructors as per past practice. Full disclosure of the policy shall be made available to the stewards on request. A copy of any vehicle lease agreements made by the company for Instructors will be provided to the Stewards on request. Any conflict with the above will be subject to the arbitration procedure.

Any conflict with the above will be subject to the arbitration procedure.

Young Drivers of Canada must notify the Union of any changes to Insurance and/or deductibles. The two sides must meet before any rate changes. Currently the rate is \$205 dollars.

Young Drivers of Canada will reimburse employees for parking within one pay period of being notified.

All vehicles must be properly maintained. Instructors will operate their vehicles and conduct themselves in a professional manner consistent with the Company image and the material that they teach. Management reserves the right to inspect all vehicles at any time.

- 15.03 (a) The Company will supply all instructional materials. The Instructor is responsible for maintaining these items.
  - (b) The Company will cover the cost of damaged signs except in the case of negligence. Instructors will display roof top signs at all times during a lesson.
- Instructors must have a Young Drivers Teacher's/Instructor's Certificate, and all Municipal and Provincial licences as required by law in good standing at all times. Copies of these licences must be provided to the Company as requested.
- 15.05 Instructors must report any collision during a lesson, no matter how minor, to the Company as soon as possible not to exceed twelve (12) hours and on forms supplied by the Company within forty-eight (48) hours.
- 15.06 Under no circumstances are students to be held financially liable for damage to the vehicle incurred during lesson time.

#### 15.07 **Company Supplied Vehicles**

The Company agrees to negotiate with the Union if the employer decides to reintroduce Company supplied cars.

#### **ARTICLE 16 – FREQUENCY OF RE-CERTIFICATION PROCESS**

- The Company shall pay all the related fees for training and upgrading, after the Instructors have completed their probationary period. The cost of classroom teacher courses will be paid by the Company without wages being paid.
- 16.02 Instructors will be paid for time spent at regular Instructor meetings called by the Company, plus one-half (1/2) hour of travel time. at the regular in-car wage.
- 16.03 All Instructors shall be required to complete annual recertification/training comprising classroom and in-car training as required by Young Drivers of Canada Corporation.

In-car Instructors may be required to complete a video of an in-car lesson (or a portion thereof) or alternatively to conduct the lesson to the satisfaction of a Senior or Supervisor Instructor. The Instructor will be paid at their regular in-car wage as per Appendix A.1.

In-class Instructors may be required to complete a video of an in-class session (or a portion thereof) or alternatively to conduct the session to the satisfaction of a Senior or Supervisor Instructor. The Instructor will be paid at their regular in-class wage as per Article A.3.

In the even that an Instructor is unable to demonstrate his/her ability to deliver the Young Drivers' program according to established standards, the Company will provide a minimum of four (4) hours remedial training with a Senior or Supervisor Instructor. Should the Instructor still be unable to meet the required standards, his/her services may be terminated provided there is just cause

#### **ARTICLE 17 - LEAVE OF ABSENCE**

#### 17.01 **Pregnancy and Parental Leave**

The Company will grant pregnancy leave and/or parental leave, without pay, and without loss of seniority and benefits, in accordance with the provisions of the employment Standards Act of Ontario to those employees who make application on forms supplied by the Company.

- 17.02 In the event that an Instructor is called for Jury duty, the Company will provide sufficient reason for the Instructor to apply for exemption from such duty, upon request.
- On each occasion that an employee is away from work due to sickness or accident, his seniority shall continue to accrue up to the equivalent of his length of service to a maximum of twenty-four (24) months. Thereafter, there shall not be any further accrual of seniority or participation in the Company benefits during that sick leave, but he shall retain all seniority accrued.
- 17.04 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3)

days. This allowance will only be made where the circumstances require the employee's absence from work to make arrangements for and to attend the funeral. The term "a member of an employee's family" means a husband, wife, child, parent, brother, sister, mother-in-law or father-in-law, grandparents or grandchildren of the employee or spouse.

#### **ARTICLE 18 - NO DISCRIMINATION**

The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the <u>Human Rights Code</u>, 1981.

#### **ARTICLE 19 - BULLETIN BOARD**

19.01 The Company will provide the Union with one (1) bulletin board for the posting of Union notices. The parties agree that only notices that are signed by a Union official and approved by the Company will be posted on the bulletin board.

#### **ARTICLE 20 - DURATION OF AGREEMENT**

- This Agreement shall, unless changed by mutual consent, continue in full force and effect from the 1st day of August 2022 until the 31st day of July 2025, and shall continue thereafter for annual periods of one year each unless either party notifies the other in writing not more than ninety (90) days immediately prior to the expiration date that it desires to amend this Agreement.
- 20.02 Negotiations shall begin as soon as possible following notification for amendment as provided in the preceding paragraph.
- 20.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until Conciliation proceedings prescribed under

the Ontario Labour Relations Act have been completed, whichever date should first occur.

#### DATED AT MISSISSAUGA THIS 12th DAY OF AUGUST, 2022

FOR THE COMPANY:	FOR THE UNION:
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Emilio Lombardi Jason Sweet CEO President

Adam Lombardi Derek Griffin President Steward

Rod Cummings Steward

## APPENDIX "A" COMPENSATION RATES AND ALLOWANCES "A1"

#### YEAR ONE (JUNE 1st 2019)

Wage rate \$20.00 per lesson (45 minutes)

A car allowance of \$.54 per kilometer on actual kilometers driven, as reported in BMS, to a maximum of 25km per lesson (\$13.50 Max.) in addition to the rates above. Plus, any excess money paid for kilometers not used will be added to the wages for the year and tax and regular deductions paid by the instructor on this excess

Classroom teacher increase \$0.50

## APPENDIX B CLASSROOM ALLOWANCE "A2"

As of June 1st, 2019 (See "A1" for Increases)

**IN-CLASS RATES** 

\$35.00 per hour

**CF CLASSROOM WORK** 

\$38.00 per hour

If courses are cancelled without sufficient notice (a minimum of four (4) calendar days), the instructor will be compensated as follows:

- (a) Evening courses running Monday/Wednesday or Tuesday/Thursday for four (4) consecutive weeks: The Instructor will be paid for one (1) classroom session at their regular In-Class rate except where two (2) new students could be substituted by the office.
- (b) Four (4) day condensed courses running for four (4) consecutive days: The Instructor will be paid for two (2) classroom sessions at their regular In-Class rate except where two (2) new students could be substituted by the office.
- (c) Weekend Courses running Saturday/Sunday for two (2) consecutive weekends: The Instructor will be paid for two (2) classroom sessions at their regular In-Class rate except where two (2) new students could be substituted by the office.

Young Drivers of Canada will ensure that the classrooms will be maintained and properly cleaned.

### A.3 IN CAR LESSONS DEFINITION OF A UNIT OF WORK

- (i) Each in-car lesson will be deemed to be one (1) unit of work, and takes into account teaching time, travel time, and all administrative work, including paperwork, call-ins, night line calls, booking road tests, calling students and/or parents, and any other administrative work needed. A unit equals 50 minutes and no more than 52 units will be worked per week. Single lessons will be at the discretion of the instructor and the student.
- (ii) The office will schedule double lessons where appropriate. A double in-car lesson will be deemed to be two (2) units of work and equals 100 minutes.

## A.4 NO SHOW AND LATE CANCELLATION POLICY FOR ALL STUDENTS WITH THE EXCEPTION OF CORPORATE COLLISIONFREE (CF) CUSTOMERS

- (i) "NO-SHOWS" and "LATE CANCELLATIONS" for one (1) hour lessons will be paid at the rate of one (1) hour (1.33 units) when the instructor goes to the pick-up point. Should the instructor be notified in advance of the "No Show" or "Late Cancellation" they will be paid for 45 minutes (1 unit).
- (ii) Fee(s) for "no shows" and "late cancellations" by customers will be levied at the discretion of the instructor, as follows:
  - a) A fee will be determined from time to time by management will be charged to the customer for the first "no-show" or "late cancellation" regardless of the number of units (lessons) scheduled. Further "no-shows" or "late cancellations" may be charged at thirty-five (\$35.00) dollars per unit (e.g. double lesson 2 units \$70.00; triple lesson 3 units \$105.00) by the instructor;
  - b) The customer must be informed of the "no-show" or "late cancellation" and the fee(s) owing before the instructors can claim the unit(s) on their weekly cash-in sheet;
  - c) Any "no-show" or "late cancellation" of a lesson or lessons by the customer where the fee has been waived by the Instructor will for the purpose of "A.5" not be considered a "no-show" or "late-cancellation" of that lesson or lessons.

For any "no-show" or "late cancellation" lessons where the fee is waived the Instructor will not be paid for those lessons.

- d) Should the customer fail to bring payment for the "no-show" or "late cancellation" on their next appointment, the instructor is authorized to do the lesson, however, the customer must be informed that payment is due on the next scheduled appointment;
- e) If on the next scheduled appointment, the customer once again fails to provide payment for their previous "no-show" or "late cancellation" the instructor is once again authorized to do the lesson. The customer must be informed that no other service can be provided after this appointment until their outstanding fees are paid;
- f) The instructor is not authorized to provide service to the customer for a third unpaid appointment where a late cancel or no-show charge has not been collected. The instructor will not be paid until the charge is collected. Office to notify instructors.
- g) The instructor cannot charge a customer for a "late-cancel" or a "no show" if the instructor has previously "late-cancelled" or "no-showed" that customer. Thereafter permission has to be obtained from management beforehand.

## A.5 LATE CANCELLATION AND NO-SHOW POLICY FOR CORPORATE CF CUSTOMERS

- (i) A Corporate CF customer is one who is part of a fleet of drivers who have been contracted to take a CF program and a three-day "no-show/late-cancellation" policy has been agreed to.
- (ii) The instructor will be paid for all lessons for that scheduled appointment should the customer "no-show" or "late-cancel" within three (3) business days of the appointment unless the Company substitutes an equivalent number of units.
- (iii) If the Corporate CF customer cancels with greater than three (3) days notice, the instructor will not be paid for the appointment.

## APPENDIX "B" JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

#### **Objective:**

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

#### 1. <u>Purpose and Commitment:</u>

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

#### 2. Structure of Committee:

For the Company For the Union

President All Stewards

Operations Manager Guest

Guest

#### 3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

#### 4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

#### 5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

#### 6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Operations Manager. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

#### 7. <u>Chair Responsibility</u>:

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

#### LETTER OF UNDERSTANDING

#### **BETWEEN**

#### **TEAMSTERS LOCAL 419**

#### **AND**

#### YOUNG DRIVERS OF CANADA (INSTRUCTORS)

**Re: EMERGENCY MANOEUVRES** 

The employer will continue to search for an appropriate Emergency Maneuvers location. Until such a time that a dedicated location is confirmed, instructors will be permitted to perform Emergency Maneuvers training at a site of their choice without the use of pylons. Any costs associated with municipal licensing while performing these maneuvers at any location shall be borne by the employer.

DATED AT MISSISSAUGA THIS 12th DAY OF AUGUST, 2022

FOR THE COMPANY:	FOR THE UNION:
Emilio Lombardi	Jason Sweet
CEO	President
Adam Lombardi	Derek Griffin
President	Steward
	Rod Cummings Steward

#### **LETTER OF UNDERSTANDING**

#### **BETWEEN**

#### **TEAMSTERS LOCAL 419**

#### **AND**

#### YOUNG DRIVERS OF CANADA (INSTRUCTORS)

**RE: CLASSROOM** 

Employer will offer all classroom work by seniority providing the employee has the skill and ability to do such work. If work is declined, the employer will offer work to newly hired classroom teachers.

DATED AT MISSISSAUGA THIS 12th DAY OF AUGUST, 2022

FOR THE COMPANY: FOR THE UNION:

Emilio Lombardi Jason Sweet CEO President

Adam Lombardi Derek Griffin President Steward

Rod Cummings Steward

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## Teamsters Local Union 419 (MEMOS)



## Teamsters Local Union 419 (MEMOS)



Name:	
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Work Address:	
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**President / Business Agent: Jason Sweet** 

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