

COLLECTIVE AGREEMENT

Between

CHERRY FORD SALES (1981) LTD.

And

**CANADIAN AUTO WORKERS
LOCAL 114**

CAW  TCA
CANADA

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AGREEMENT

BETWEEN: CHERRY FORD SALES (1981) LTD.
(hereinafter referred to as "the Company")

AND: CAW LOCAL 114
(hereinafter referred to as "the Union")

ARTICLE 1 - RECOGNITION**1.01 Union is Exclusive Bargaining Agent**

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Article 1.02 hereof, for the purpose of determining all working conditions and conditions of employment.

1.02 Definition of Employee

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Company except those employees excluded by the certification issued under the Labour Relations Code of British Columbia, and except Lot and Sales Persons and administration staff.

1.03 Retention of Bargaining Unit Work

- (a) Company personnel (whose regular jobs are not in the bargaining unit) shall not work on any jobs which are included in the bargaining unit or on any jobs for which the bargaining unit has established a classification and wage rate except where such work is in keeping with the current practice, or for the purposes of stocktaking twice per year, or for emergency and incidental situations, or instruction and experimentation and testing new products, processes and equipment. It is understood that no employee will lose any scheduled hours because of such situations.

- (b) “In keeping with current practice” shall be defined as bargaining unit work which has been regularly performed by the Service Manager, Parts Manager and Comptroller in their respective departments.

1.04 Work Retention and Sub-Contracting

The Company shall not contract out work that is being done by members of the bargaining unit. In cases where an experienced and qualified employee is not available on a timely basis to perform work that is regularly done, the work may be contracted out.

1.05 No Other Agreement

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

1.06 Protection of Existing Working Conditions

Existing customs and practices, rights and privileges, benefits and working conditions shall be continued to the extent that they are more beneficial than and not inconsistent with the terms of this Agreement unless modified by mutual agreement of the Company and the Union.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Management Rights

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

2.02 Consistent to the Provisions of this Agreement

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

2.03 Right to Make Rules

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

ARTICLE 3 - UNION SECURITY

3.01 Union Dues

(a) Deduction of Union Dues

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, upon receipt of an authorization, signed by each employee, such sum by way of monthly dues and/or assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof.

Note: All changes to be directed to the Company Comptroller with minimum thirty (30) days notice.

(b) Remittance of Union Dues

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

(c) New Employees Introduced to Shop Steward

All new employees, immediately upon being hired, will be instructed, to report to the Shop Steward and will be required, as a condition of employment, to complete membership application. The Shop Steward shall be allowed to familiarize the new employee(s) with the terms and conditions of employment.

3.02 Maintenance of Union Membership

As a condition of employment, each employee must maintain Union Membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Company to implement the provisions of Section 3.01 (a) hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article. Deductions for new employees will start after they have worked five (5) days in a month.

3.03 Opportunity for Union to Supply Suitable Applicants

When hiring help in the categories described in Article 1.02, the Company agrees to first call the Union office. The Company shall be free to hire anyone. The Company agrees to give consideration to individuals recommended by the Union.

3.04 Access by Union Representative

The Union Representative(s) shall be allowed access to the Company's premises during the luncheon period on routine matters. When it is desirable or necessary to hold a meeting during the luncheon period, or to enter the premises at any other time than the luncheon period, with the exception of posting Union notices, permission shall be first obtained from the Management.

3.05 Shop Steward Activities

The Shop Steward selected by the Union and recognized by the Company shall be allowed time off during working hours to be provided for the discussion of submitted grievances. When the Company finds it necessary to lay off or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge. In the case of layoff, the Company agrees to give twenty-four (24) hours notice to the Union.

3.06 Protection Against Discipline for Refusal to Sign Authorization

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement, shall not be cause for discipline or dismissal.

3.07 Consultation with Union; prior to Certain Changes

The Company agrees to consult with the Shop Steward, prior to discharging, laying off, transferring, promoting or demoting any employee covered by this Agreement.

3.08 Bulletin Board

The Union will have the exclusive use of one (1) bulletin board in the lunchroom provided by the Company, for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

ARTICLE 4 - HOURS OF WORK

4.01 Work Week

(a) Work Day

Defined as eight (8) consecutive hours, inclusive of one-half (2) hour unpaid lunch period, between 7:30 a.m. and 6:00 p.m. Starting and stopping times can only be changed by mutual agreement between the Company and the Union.

Forty Hour Work Week - Defined as forty (40) hours between Monday and Saturday.

(b) Premium - Saturday Work

Employees who work on Saturday shall work 8:00 a.m. to 2:30 p.m. and shall be paid a minimum of six and one-half (6.25) hours flat rate which includes lunch break on that Saturday shift.

(c) Rotation of shifts shall be by mutual agreement between the Employer and the affected employees.

(d) Upon mutual agreement between the Company and the Union 4 ten hour shifts per week may be instituted.

4.02 Second Shift

(a) A second shift may be instituted upon agreement between the Parties.

(b) Other Options to Second Shift to be Discussed First

Before the implementation of the second shift as described in 4.02(a), the Company agrees to meet with the Union to discuss other hours of work shift schedules which may be implemented only by mutual agreement. Such shift schedules are:

- i) flexible shifts that go beyond the stopping time of 6:00 p.m., or
- ii) the four day, ten hour shift schedule, or
- iii) the three day twelve hour shift schedule based on forty hours' pay.

4.03 No Work During Lunch Period

Employees shall be given a half (2) hour unpaid lunch break. No employee shall work during his/her lunch period except in cases of a client emergency. When this occurs, Management will discuss the matter with the employee and the employee will be entitled to a replacement lunch at a mutually agreeable time.

4.04 Clean Up Time

Technicians, Lube persons and apprentices shall be allowed twelve (12) minutes during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.

4.05 Rest Periods

The Company agrees to grant all employees covered by this Agreement two (2) fifteen (15) minute rest periods, each day, one in the forenoon and the other in the afternoon without loss of pay.

4.06 Monthly Guarantee For Flat-Rated Employees

- (a) Being that Flat-rated employees normally work forty (40) hours per week but are compensated on a Flat-rate system:

All Flat-rated employees shall be guaranteed a minimum of one hundred and fifty (150) flat-rated hours pay per calendar month. This guarantee shall not apply when a flat-rated employee receives notice of lay-off as per Clause 12.06 of this Agreement

- (b) The flat rate will be based on the Chilton and Mitchell Manual except Ford Warranty which will be based on Ford Warranty Manual. The Company agrees to distribute mechanical work as equitable as possible. The employees on flat rate realize that an employee who has "surplus hours"

in the system cannot absent themselves from work without mutual agreement between management and the employee concerned.

It is agreed between the Parties that they shall meet and develop mutually agreeable flat rate for work times and menu items not listed.

4.07 Monthly Guarantee For Hourly Rated Employees

Hourly rated employees shall normally work forty (40) hours per week except where business levels warrant a reduction in hours. In the event an hourly rated employee has his/her hours reduced due to a reduction in business, he/she shall be guaranteed a minimum of one hundred and thirty-five (135) hours pay per calendar month. This guarantee shall not apply when an hourly-rated employee receives notice of lay-off as per Clause 12.06 of this Agreement.

4.08 Minimum 4 Hours Pay

Any employee who reports to work as scheduled or called to work and is subsequently told his/her services are not required shall receive a minimum of four (4) hours pay.

ARTICLE 5 - OVERTIME

5.01 Overtime

(a) Definition of Overtime

Time worked in excess of forty (40) hours per week and eight (8) hours per day shall be considered overtime.

5.02 Overtime Rates

All time worked in excess of eight (8) hours per day and forty (40) hours per week, except as provided for in 4.02(b), shall be paid at time and one-half. All work performed on Statutory Holidays shall be paid at double time in addition to the day's pay. All overtime must be authorized by the Employer.

5.03 Voluntary Overtime

Employees shall be expected to work reasonable periods of overtime when circumstances warrant or justify, provided that the Company notifies them of such request with at least two (2) hours prior notice, or by mutual agreement between the employee and their supervisor. In such cases, the Company shall first ask for volunteers by seniority (amongst those employees on shift) and failing that procedure, the junior man shall do the work.

5.04 Shift Pay Differential

Shift pay differential shall be included with the appropriate rate of pay prior to the calculation of overtime.

5.05 Meal and Rest Periods

Employee(s) requested to work overtime at the end of their regular shift shall receive a coffee break before commencing the overtime rate. Employee(s) required to work two (2) hours (or more) overtime shall be given one-half (2) hour on company time to eat a meal.

5.06 Pay For Attendance at Staff/Training Meetings

- (a) Employees required by the Employer to attend staff/training meetings during their regularly scheduled working hours shall be compensated at their hourly base rate of pay.
- (b) Employees required by the Employer to attend staff/training meetings outside their regularly scheduled working hours shall be compensated as follows:
 - (i) during a regular working day up to ten (10) hours at their hourly base rate of pay;
 - (ii) after ten (10) hours in a regular working day at one and one-half (12 x) their hourly base rate of pay;

- (iii) on a scheduled day off all hours shall be at one and one-half times (12 x) their hourly base rate of pay.
- (c) Where staff/training meetings are provided by the Employer on a voluntary basis, employees who voluntarily attend will not be compensated. Employees who do not attend voluntary meetings shall not be subject to discipline.

Note: This clause does not apply to the apprenticeship training program.

ARTICLE 6 - VACATIONS

6.01 Vacation Time

- (a) Employees with four (4) years or less of completed service will receive 4% of gross annual pay (employees with one (1) year of employment or more can take two (2) weeks holidays)
- (b) Beginning the fifth (5) year of employment, holiday pay is calculated at six percent (6%) of gross annual pay (employees can take three weeks holiday after their fifth (5) completed year of employment).
- (c) Beginning the eleventh (11) year of employment, holiday pay is calculated at eight percent (8%) of gross annual pay (employees can take four weeks of holiday after their eleventh (11) completed year of employment).
- (d) Beginning the eighteenth (18th) year of employment, holiday pay will be calculated at ten percent (10%) of gross annual pay (employees can take five (5) weeks after their eighteenth (18th) completed year of employment).
- (e) Vacation Calculation Date

An employee's vacation time and vacation pay shall be calculated from his/her date of hire with the Company and subsequent anniversary dates.

- (f) Vacation must be taken within twelve (12) months following the vacation year in which it was earned. All employees are encouraged to schedule

and take their vacation. There will be no carry over of vacation or pay out of vacation pay without the specific agreement of the Employer which will be reviewed on a case by case basis.

- (g) Vacation pay shall ordinarily be paid out on the last pay day immediately prior to vacation commencing, except as otherwise agreed to between the employer and employee.

6.02 Vacations in Advance of the Employee's Anniversary Date

By mutual consent, an employee who has completed a minimum of fifty (50) percent of his/her service time requirement in his/her vacation year (i.e. employee anniversary date to employee anniversary date) may arrange to take fifty (50) percent of his/her vacation with proportional vacation pay in advance of his/her anniversary date provided there are no conflicts with seniority. The employee would be paid one hundred percent (100%) of vacation pay earned to date.

6.03 Vacation Allotment

The following are the maximum numbers of employees by category who may be away at any one time:

Mechanics (except same speciality and includes apprentices)	2	(If a relief mechanic can be hired for the period June - September, this will be increased to 3.)
Lube Man, Clean-up	1	
Partsperson Truck Driver	1	
Cashier/Warranty Clerk Service Writer Tower Operator	1	(If a mechanic is used to relieve the Tower Operator, the maximum number of mechanics who may be away for that period may be reduced by 1.)

Car Wash/Jockey

1

The Company agrees that more than the number of employees stipulated above may be away at any one time due to extra days being taken as a result of the provisions of Articles 6.01 or 6.06, provided adequate staff is available.

6.04 Vacation Scheduling

- (a) Vacation scheduling will be arranged during the month of March of each year in accordance with seniority. The vacation schedule shall be posted by March 15 of each year and confirmed by March 31. Each employee's schedule shall not be altered unless by mutual consent of the Company and the employee. After taking two (2) weeks' vacation he/she may cash out remaining vacation pay owing upon five (5) working days written notice.
- (b) Employees shall take vacation in one (1) week blocks and shall be allowed a maximum of two (2) weeks' vacation at any one time except where special circumstances warrant otherwise. The Company agrees additional vacation time will not be unreasonably denied.
- (c) After taking a minimum of two (2) week=s vacation in any one (1) calendar year, employees shall be permitted to bank one (1) week=s vacation per year for use in the next calendar year.

6.05 Disability During Vacation - Vacation Deferred

Where during his/her vacation an employee is otherwise entitled to disability benefits, he/she shall be entitled to take his/her vacation with pay or the portion thereof that has been displaced at another time or at the conclusion of his/her period of convalescence.

6.06 Stat Holiday During Vacation

Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, he/she shall receive an additional day off with pay or, alternatively, a day's pay in lieu thereof.

6.07 Vacation Pay on Termination

An employee who leaves the employ of the Company shall be paid vacation pay on severance on the following basis:

- (a) Any vacation pay outstanding in accordance with Article 6.01 up to the employee's last anniversary date.
- (b) A percentage of wages earned for the period from the employee's last anniversary date to the date of termination based upon the following table:

Four (4) years or less service	4%
Beginning the fifth (5th) year of service	6%
Beginning the eleventh (11th) year of service	8%
Beginning the twentieth (20th) year of service	10%

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 Number of Holidays

All employees shall receive the following Statutory Holidays with pay at their regular straight time rate. The designated days shall be:

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

in addition to any other day proclaimed by the Provincial or Federal Government.

7.02 Eligibility

To be eligible for the above Statutory Holiday pay, an employee must work his/her recognized work day immediately before and immediately after the holiday unless he/she is on authorized leave or layoff within fourteen (14) days of the said holiday.

7.03 Stats During Regular Days Off

Employees shall receive another day off with pay for any Statutory Holiday that falls on their regular day off.

7.04 Pay in Addition to Overtime

Pay for the above Statutory Holidays shall be in addition to any overtime pay for hours worked on Statutory Holidays.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance Steps

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, which cannot be resolved between the Shop Steward and his/her immediate supervisor, shall be dealt with in the following manner:

- (a) Step 1 - The employee concerned may, in the presence of his/her Steward, submit a grievance in writing to the supervisor/department head who shall reply within five (5) working days after the grievance was submitted.
- (b) Step 2 - Failing satisfactory settlement at Step 1, the Union's grievance representative may submit the grievance to the Company's chief administrative officer who shall render his/her decision within five (5) working days, after receipt of the grievance.
- (c) Step 3 - Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration.

8.02 Certain Grievances to Step 2

Group, Union, Policy, Suspension or Discharge Grievances shall be admitted at Step 2 of the Grievance Procedure.

8.03 Grievor May Attend

The Grievor may elect to be present at any stage of the Grievance Procedure.

8.04 No Technical Error

No technical error or omission will render a Grievance inarbitrable.

8.05 Grievance Handling - Time Worked

Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from the supervisor. Such permission shall not be unreasonably withheld. Time spent in handling grievances shall be considered time worked.

ARTICLE 9 – ARBITRATION

9.01 Any grievance arising out of this agreement which cannot be settled by the Company and the Union, under the grievance procedure as per Article 8 of this agreement, shall be determined in the following manner:

- (a) The Parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code of BC. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice, as required in Section (1).
- (b) In the event that the Parties fail to agree on the choice of the arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- (c) The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.
- (d) The decision of the arbitrator shall be final and binding on both Parties.

- (e) Each Party shall bear half (2) the cost of the arbitrator and each party shall pay its own costs.
- (f) The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

ARTICLE 10 - DISCIPLINE

10.01 Standard - Just and Reasonable Cause

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

10.02 Written Reasons for Suspension or Discharge

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

The Company shall be limited to such reasons in any future proceedings under the grievance and arbitration provisions of this Agreement.

10.03 Shop Steward Present

The Company agrees that if the Company chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present, or all discipline shall be deemed null and void.

10.04 Union and Employee Advised of Complaint

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

10.05 Cancellation of Recorded Complaint

Any complaint recorded against an employee shall automatically be cancelled and removed from the employee's file after nine (9) months and may not be held against him/her thereafter.

Any mention of a suspension shall be cancelled after eighteen (18) months, unless another suspension for the same offence occurs within twelve (12) months of the former suspension. No mention of suspension may be raised against the employee thereafter.

10.06 Employee's Access to Their File

The Company agrees that an employee shall have access to his/her personnel files and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file.

10.07 Employee Acknowledging Discipline

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

10.08 Picket Lines

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

10.09 Issuing Discipline

All discipline shall be assessed in writing and copied to the Union within ten (10) days of the incident or first knowledge of the Company or be deemed null and void. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

ARTICLE 11 - SHOP HEALTH, SAFETY AND ENVIRONMENT

11.01 Safety and Health - Responsibility

- (a) The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- (b) The Union and the employees agree to cooperate fully with the Company on all matters of health and safety.

11.02 Safety Committee

- (a) It is mutually agreed that a safety committee consisting of employees selected by the Union will meet with a Management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office.
- (b) In addition to the foregoing, environmental matters which may arise from time to time shall be addressed through the Joint Health, Safety and Environment Committee.

11.03 Plant Inspections

When a plant inspection is made by an Inspector authorized to enforce the Workers' Compensation Regulations, the Factories Act, or any other act or regulations pertaining to industrial health or safety, a Union representative of the Safety Committee shall be included in the tour, and a copy of the Inspector's report shall be made available to the Safety Committee.

11.04 Regular Tests of Service Shop

The Company will perform regular Draeger Counter tests in the service shops.

11.05 Uniforms and Coveralls

All uniforms and coveralls shall be supplied free of charge to employees by the Company. Employees are expected to take reasonable care of clothing and equipment supplied. The Company shall provide five (5) uniforms for Parts persons, service advisors and warranty clerks. The Company will maintain its current practice of cleaning technicians uniforms.

11.06 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

11.07 Lunch Space

The Company agrees to provide lunch space(s) of a sufficient size to accommodate the staff.

11.08 Adequate Heat, Ventilation and Light

The Company agrees that the shop shall be heated adequately, ventilated and lighted.

11.09 First Aid Premium

The Company agrees that should any employee classified in this Agreement be also employed in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, he/she shall receive fifty (\$50.00) dollars per month, in addition to his/her occupational rate.

11.10 Safety Committee

The Safety Committee, and the representatives thereof, shall have full access to accident reports and other health and safety records, in the possession of the Company, including records, reports and data provided to and by the Workers' Compensation Board and the government or its agencies.

11.11 Right to Refuse

- (a) The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.

- (b)
 - (i) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

 - (ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (i) must immediately report the circumstances of the unsafe condition to his or her employer.

 - (iii) The employer receiving a report made under subsection (ii) must immediately investigate the matter and
 - (1) ensure that any unsafe condition is remedied without delay, or
 - (2) if in his or her opinion the report is not valid, must so inform the person who made the report.

 - (iv) If the procedure under subsection (iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer must investigate the matter in the presence of the worker who made the report and in the presence of:
 - 1. a worker member of the occupational health and safety committee,
 - 2. a worker who is selected by a trade union representing the worker, or

- 3. if there is no occupational health and safety committee, any other reasonably available worker selected by the worker.
- (v) If the investigation under subsection (iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (c)
 - (i) A worker must not be subject to disciplinary action because the worker has acted in compliance with Clause 11.11(b) or with an order made by a WCB officer.
 - (ii) Temporary assignment to alternative work at no loss of pay to the worker until the matter in Clause 11.11(b) is resolved is deemed not to constitute disciplinary action.

ARTICLE 12 - SENIORITY

12.01 Seniority Principle

(a) Trial Period

The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his/her length of service with the Company, and his/her ability to fulfil the job requirements, after a minimum trial period of not less than five (5) days and not more than forty-five (45) days worked in which the employee has demonstrated that he/she has the ability to perform the work available.

- (b) All promotions, transfers, filling of vacancies, days off, shifts, layoffs, terminations, and re-hiring after layoffs on termination or as otherwise set out in the Collective Agreement, will be done strictly in accordance with the principles set forth in 12.01(a).

(c) Probationary Period

Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) calendar days, and backdated to his/her date of hire within the bargaining unit. Should a probationary employee establish a Weekly Indemnity Benefit or a Workers' Compensation Benefit Claim then said employee shall be assessed on the basis of sixty (60) days worked.

12.02 Seniority standing will be cancelled if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) overstays authorized leave of absence, unless detained for legitimate cause;
- (c) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report within three (3) working days of receiving notice by registered mail, at the last known address except when by mutual agreement between Company and Union failure to report within the specified time limit was unavoidable;
- (e) is still on layoff for twelve (12) months;
- (f) if outside the bargaining unit for more than six (6) months;
- (g) is absent without leave from work for three (3) consecutive days without providing the Company with a reasonable excuse and proof thereof (e.g. doctor's letter, etc.).

12.03 Recall Procedure

Laid off employees with seniority will be given the first opportunity to be re-hired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled

must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than three (3) working days after receipt of the registered notice, at the last known address, except when by mutual agreement between the Company and the Union, failure to report within the specified time limits was unavoidable. A copy of the notice will be given to the Shop Steward or Union Committeeman.

It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.

12.04 Hiring While Employees on Layoffs

New Employees will not be hired in a classification while employees in the same classification are on layoff.

12.05 Layoffs

When a layoff becomes necessary, probationary employees shall be laid off first; thereafter, the Company may either layoff employees in accordance with this Section or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

12.06 Notice of Layoff

When an employee is to be laid off for seven (7) consecutive days or more the following shall apply:

- (a) Notice of lay-off shall be as follows:
 - (i) one (1) weeks notice or pay in lieu of after three (3) consecutive months of employment;
 - (ii) two (2) weeks notice or pay in lieu of after twelve (12) consecutive months of employment;
 - (iii) three (3) weeks notice or pay in lieu of after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks notice or pay in lieu of.

- (b) The Employer may also provide a combination of notice and money equivalent to the amount the employer is liable to pay.

12.07 Seniority Lists

- (a) The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days.
- (b) An employee's seniority shall be final and binding with no change allowed when such date(s) has appeared on two (2) consecutive seniority lists unless the latest seniority date(s) appearing on such lists was protested in writing within the sixty (60) day period allowed for correctional purposes except by mutual agreement between the General Manager and the accredited Representative of the Union. When the seniority status of an employee is so corrected, the corrected status shall be final.
- (c) The employer will prepare accurate seniority lists every six (6) calendar months. These seniority lists will be posted on all appropriate bulletin boards. A copy of these lists shall be sent to the Union shop steward in each location and to the National Representative.
- (d) Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:
 - (i) employee's name
 - (ii) employee's starting date
 - (iii) employee's regular classification and regular rate of pay
 - (iv) probationary employees will also be shown on the list.

12.08 Seniority Lists - Additional

Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months.

ARTICLE 13 - JOB POSTING AND JOB AWARDS

13.01 Job Openings to be Posted

Job openings ("not temporary" - "temporary" to mean "not over forty-two (42) calendar days") in the Bargaining Unit, will be posted on all Company bulletin boards for five (5) working days. All job vacancies, within the Bargaining Unit, shall be posted. Copies of all job posting and job awards shall be supplied to the Chief Shop Steward and a copy mailed to the Union office.

13.02 Preference to Senior Employees

Preference will be given to applications from the most senior employees in accordance with the principles established in Clause 12.01(a) of this Agreement.

13.03 Employee Not at Work When Job Posted

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

- (i) Vacation;
- (ii) Authorized leave of absence not exceeding thirty (30) days;
- (iii) Absence resulting from accident or illness not exceeding thirty (30) days;
- (iv) Absence on Workers' Compensation not exceeding thirty (30) days.

Should the Company establish contact with an absent employee as described herein then said employee shall have three (3) days to decide from date of notification. The Company agrees to notify employees in the presence of a Steward.

13.04 No applicants Meet the Requirements

In the event that none of the applicants meet the requirements of the job in relation to Article 12.01(a) of this Agreement, the Company may fill the vacancy in accordance with Section 3.03 of this Agreement.

ARTICLE 14 - GENERAL PROVISIONS

14.01 Travelling Time

Employees required to report for work outside the Company's premises shall be paid for all travelling time, plus transportation and incidental expenses.

14.02 Bonuses

The Company agrees that all bonuses presently in effect and not specifically referred to in this Agreement shall not be altered in any way without mutual agreement with the Union.

14.03 Use of Provisions to Reduce Wages, Etc.

No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.

14.04 Work That is Competitive With the Company

No employee shall undertake any work as or at a licenced business outside the Company premises which could be construed in any way as competitive with the Company. Violations of this Clause shall be subject to discipline by the Company. Work for friends and family is not applicable to this clause.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Paid Leave - Compassionate Leave

In the event of a death in the immediate family of an employee, or in case of serious illness (if mutually agreed to between the Company and the employee concerned), the Company shall grant up to three (3) days leave of absence with

pay. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparents, mother-in-law, father-in-law.

15.02 Jury Duty

If an employee is summonsed or subpoenaed for jury selection, jury duty, or as a witness, the Company will grant the employee leave of absence and will pay the difference between his/her regular pay and the monies received for jury duty. Employee must show satisfactory proof of such summons or subpoena. This paragraph shall not apply to probationary employees. The maximum amount of paid leave per situation per employee under this provision will be seven (7) working days.

15.03 Leave for Union Business

- (a) If any employee of the Company should be elected or appointed to act as a delegate for the Union, he/she shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business, provided that not more than one employee shall be absent at any one time for every fifty (50) employees or portion thereof.
- (b) If any employee of the Company should be elected or appointed to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of two (2) years. He/she shall be re-employed at the same type of work which he performed prior to his/her leave of absence and with seniority accumulated, provided that not more than one (1) employee be absent at any one time.

15.04 Leave for Personal Reasons

An employee shall be granted a leave of absence without pay for sufficient reasons if he/she requests from the Company in writing and further, it is mutually agreed to between the Company and the employee. Company approval shall not be unreasonably withheld. If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he/she will be considered as having terminated his/her employment.

15.05 Maternity/Paternity Leave

(a) Maternity Leave

- (i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (A) beginning
 - (1) no earlier than eleven (11) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
 - (B) ending
 - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (2) no later than seventeen (17) weeks after the actual birth date.
- (ii) An employee who requests leave under this Clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses (A) or (B).
- (iv) A request for leave must:
 - (A) be given in writing to the Employer;
 - (B) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and

- (C) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii).
 - (D) A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly provided to the Employer, prior to childbirth but shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- (v) A request for a shorter period under sub-clause (a)(i)(B)(1) and must:
- (A) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - (B) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(b) Parental Leave

- (i) An employee who requests parental leave under this Clause is entitled to:
 - (A) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the Employer and employee agree otherwise;
 - (B) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;

- (C) for a non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (D) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (b)(i).
- (iii) A request for leave must:
- (A) be given in writing to the Employer;
 - (B) if the request is for leave under subsection (b)(i)(A) or (B), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (C) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause (a)(iii) or Clause (b)(iii).
- (c) Duties of Employer
- (i) The Employer must give an employee who requests leave under Clause 15.05 the leave to which the employee is entitled.
 - (ii) The Employer must not, because of an employee's pregnancy or a leave allowed by Clause 15.05:
 - (A) terminate employment, or

- (B) change a condition of employment without the employee's written consent.
- (iii) As soon as the leave ends, the Employer must place the employee:
 - (A) in the position the employee held before taking leave under Clause 15.05, or
 - (B) in a comparable position.
- (iv) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a collective agreement, comply with sub-clause (iii) as soon as operations are resumed.
- (d) Employment deemed Continuous while Employee on Leave
 - (i) The services of a employee who is on leave under Clause 15.05 are deemed to be continuous for the purposes of:
 - (A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (B) any pension, medical or other plan beneficial to the employee.
 - (ii) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
 - (A) if the Employer pays the total cost of the Plan;
 - (B) if both the Employer and the employee pay the cost of the Plan and the employee chooses to continue to pay his or her share of the cost.
 - (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

- (iv) Subclause (i) does not apply if the employee has, without the Employer's consent, taken a long leave than is allowed under Clause 15.05.

15.06 Automatic Leave While Licence is Under Suspension

An Employee who is required to have a valid driver's licence as part of his/her job responsibilities, shall be placed on an automatic unpaid leave of absence for the duration of the suspension of his/her driver's licence except as otherwise required to work by the Employer.

ARTICLE 16 - GROUP BENEFITS

16.01 Benefit Coverage

The Company shall provide and guarantee the following Group Benefit Plan and as otherwise described in the initialled Empire Life Insurance Company, Employee Benefit Booklet -- which shall be considered a part of this Collective Agreement.

The Company and employees shall each pay fifty (50%) percent of the total benefit costs in providing for this Article, and the employee share shall include the full amount of the Weekly Indemnity and LTD premium costs.

- (a) Life Insurance: 300% of annual earnings to a maximum of \$140,000. reducing by 50% at age 65.

Dependent Life Insurance: Spouse \$2,000.

Child \$1,000.

Accidental Death and Dismemberment: An amount equal to the Life Insurance.

- (b) Weekly Indemnity Income Benefits of sixty-six and two thirds percent (66.6%) of the gross weekly wages to a maximum of \$523.00 on the first day of the accident or hospitalization; the seventh (7th) day of illness, for twenty-six (26) weeks;

- (c) Long Term Disability of sixty-six and two thirds percent (66.6%) of gross monthly wages (to a maximum of \$2,000.00 per month) or 85% of pre-disability take-home pay which ever is less, to take effect after the expiry of the Weekly Indemnity Benefits;
- (d) Dental Plan - One hundred percent (100%) Basic Coverage: fifty percent (50%) Major Coverage: one hundred percent (100%) for accidental dental injury coverage.
- (e) Basic B.C. Medical Plan and Extended Health Benefits.
- (f) Vision Care
- (g) Hearing Aid Coverage

NOTE: All employees in the Bargaining Unit shall participate in the above Welfare Plan as a condition of continued employment except as otherwise mutually agreed.

16.02 Disabled Employee's Benefits

When an employee is disabled, the Company will continue to pay the cost of the Welfare and Medical Plan up to a maximum of one (1) year.

16.03 Benefits Continue for 3 Months After Layoff

- (a) The Company agrees to continue benefits to laid off employees up to three (3) months beyond month of layoff. The foregoing would not apply should the laid off employee obtain employment elsewhere.
- (b) Benefit Repayment Plan

Upon the Employee's return to work the employee shall repay the employer for his/her share of the benefit premium costs. The employee shall be permitted to repay to the employer in equal payments, spread up to six (6) calendar months. Employees may also arrange to make payments to the employer while off on Workers Compensation, Weekly Indemnity or Long Term Disability.

16.04 Weekly Minimum Payment

Employee(s) waiting for Workers' Compensation Benefits or Weekly Indemnity shall be paid the two hundred dollars (\$200.00) Weekly Minimum outlined in this Section until he/she receives the appropriate benefit. Any overpayment made by the Company to the employee shall be returned to the Company; said employee shall sign an appropriate waiver form and submit proof of claim.

16.05 Tool Insurance

Fire and Theft Tool Insurance will be provided up to a maximum coverage of \$25,000 (twenty-five thousand dollars) with a deductible of \$100.00 (one hundred dollars) per incident.

This policy will only cover theft of employee's tools on the Company premises or designated working place, provided there are visual signs of breaking and entering.

The employee is responsible to submit to the Company a priced inventory of his/her tools before being eligible for tool insurance.

Tool insurance will become effective upon receipt of a tool inventory.

16.06 Tool Allowance

Effective October 1 of each year the Company agrees to reimburse each mechanical employee (including lubeperson/service person up to two hundred dollars (\$200.00) per calendar year upon submission of receipts of tool purchase.

16.07 Safety Boots

In cases where WCB regulations require approved safety footwear, the Company agrees to reimburse employees for the purchase of such CSA and WCB approved safety footwear. This reimbursement will be up to one (1) hundred dollars (\$100.00) effective October 1 of each year.

16.08 No Change to Benefits

The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the Employer.

16.09 Benefit Responsibility

The Employer is responsible for the administration, application and provision of the benefits of this Article. Any difference arising with respect to the administration, application or provision of any aspect of this Article will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

ARTICLE 17 - APPRENTICES

17.01 Ratio of Apprentices to Journeyperson

Apprentices may be employed at the trade in the ratio of one (1) apprentice to every four (4) journeypersons. Any change of this ratio due to shortage of qualified mechanics must be mutually agreed to by both Parties.

Service	1st 6 months	50% of Journeyperson's rate
	2nd 6 months	55% of Journeyperson's rate
	3rd 6 months	60% of Journeyperson's rate
	4th 6 months	65% of Journeyperson's rate
	5th 6 months	70% of Journeyperson's rate
	6th 6 months	75% of Journeyperson's rate
	7th 6 months	80% of Journeyperson's rate
	8th 6 months	90% of Journeyperson's rate
Parts	1st 6 months	50% of Journeyperson's rate
	2nd 6 months	60% of Journeyperson's rate
	3rd 6 months	70% of Journeyperson's rate
	4th 6 months	80% of Journeyperson's rate
	5th 6 months	90% of Journeyperson's rate
	6th 6 months	95% of Journeyperson's rate

ARTICLE 18 - WAGES

18.01 Wage Schedule:

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

The refusal of any employee to perform work contrary to the provisions of this section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

18.02 New or Changed Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

18.03 Payment For Working in Higher Classification

- (a) Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works more than two (2) consecutive hours in the higher classification.
- (b) An employee performing work classified at a lower rate of pay shall receive their regular rate of pay while occupying said classification.

18.04 Payment of Wages

Salaries and/or wages are to be calculated monthly with a mid-month draw and the balance paid at the end of each month in accordance with Appendix "A".

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01 Definition

The Parties are agreed that "technological change" means:

- (a) The introduction by the Company of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Company in its work, undertaking or business; or
- (b) A change in the manner the Company carries on its work, undertaking or business related to the introduction of that equipment or material.

19.02 Introduction

Where the Company introduces or intends to introduce a technological change that affects the terms, conditions and security of employment of any employees:

- (a) The Company agrees to notify the Union as far as possible in advance, of its intention, and to update the information provided as new developments arise and modifications are made;
- (b) The foregoing notwithstanding, when the security of a significant number of employees is affected, the Company shall provide the Union with at least two (2) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out.

19.03 Data to be Provided

The notice and description mentioned in 19.02 shall be given in writing, and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Company proposes to effect the changes;
- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on the employee or employees.

19.04 Notice to Employees affected

The notice mentioned in 19.02 and the information specified in 19.03 shall also be given to the employee or employees who will be affected by the technological change.

19.05 Consultation

Where the Company has notified the Union of its intention to introduce a technological change, the Parties shall meet within ten (10) days of the notice

and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the Company to reduce the impact of the change.

19.06 Failure to Agree

Where the Parties do not reach agreement within thirty (30) days of the commencement of formal consultation under 19.05, and where various matters relating to the affected employees remain unresolved, either Party may refer the matter to arbitration under Article 9.

19.07 Grievances pertaining to Technological Change

Grievances over the application, operation or alleged violation of this Article shall commence at Stage 2.

19.08 Reduction in Number of Employees as a result of Technological Change

In the event of a reduction in the number of employees as a consequence of technological change, the provisions of Article 12 shall apply.

19.09 Severance Pay

Whenever an employee is laid off in accordance with this Article, he/she shall receive severance pay in the amount of one (1) week's pay (at his/her regular rate of pay) for each year of completed service up to a maximum of eight (8) weeks' pay (partial years of service shall be pro-rated for the calculation of severance pay) - in either of the following circumstances:

- (a) An employee has been laid off in accordance with the provisions of this Article and his/her recall and seniority rights have elapsed under Article 12.02(e) of the Collective Agreement;
- (b) An employee has been laid off and ninety (90) calendar days have elapsed from the date of layoff and the employee elects to forfeit his/her recall and seniority rights.

ARTICLE 20 - WORKPLACE DISCRIMINATION/HARASSMENT PREVENTION AND RESOLUTION

20.01 Purpose

The Company and the Union agree that the purpose of this Article is to ensure to employees their right to be treated with dignity and respect, and to work in an environment free from any form of discrimination or harassment.

20.02 Policy

The Company agrees that it is Company policy to create a work environment that is free of discrimination and harassment. Therefore, the Company agrees to provide a work environment that is free of discrimination or harassment. Such an environment does not tolerate an atmosphere where an employee is subjected to offensive remarks, behaviour or surroundings that create intimidating, hostile or humiliating conditions. Actions contravening this policy will be grounds for discipline.

20.03 Workplace Discrimination/Harassment Definition

- (a) Discrimination or harassment is any offensive remark, behaviour or surrounding that create intimidating hostile or humiliating working conditions that is:
 - (i) based on race/colour, ancestry, place or origin, ethnic origin, language or dialect spoken, citizenship, religion, gender, sexual orientation, age, marital status, family status, physical or mental disability, criminal charges or criminal record;
 - (ii) offensive to any employee and is known, or should reasonably be known, to be unwelcome.

- (b) Discrimination or harassment may include, but is not limited to:
 - (i) demands or threats, gestures, innuendo, remarks, jokes or slurs, displays of offensive materials, assault or taunting about a person's

body, attire, customs, or mannerisms where they are related to any of the above grounds;

- (ii) it can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.

20.04 Sexual Harassment

- (a) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that:
 - (i) is likely to cause intimidation, hostility, or offensive to a person;
 - (ii) may, on reasonable grounds, be perceived by a person as placing a condition of a sexual nature on employment decisions (e.g. opportunity for training, promotion, etc.) affecting that individual.

20.05 Responsibility

The Parties to this Agreement and all employees are responsible for contributing to such an environment that is free of discrimination and harassment. To assist in this endeavour the Company and the Union will exchange educational material.

20.06 Complaint Procedure

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Regional Director or his/her designate and the President of the Local Union or his/her designate.

20.07 Investigation by the Parties

The Parties agree that in the event of a complaint of harassment it will be investigated thoroughly by both parties as referred to in Article 20.06 in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

20.08 Scope of the Arbitration

An Arbitrator or Arbitration Board hearing a complaint or grievance under this article shall have the authority to:

- (a) Dismiss the grievance or complaint
- (b) Determine the appropriate discipline up to and including dismissal.
- (c) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

20.09 Transfer of Employee

Where harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

20.10 Other Third Party Remedies

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil or other legal means for any damages arising from a bona fide complaint or harassment, including but not limited to hearing a Human Rights Complaint.

ARTICLE 21 – COMMUNICATION COMMITTEE MEETING

21.01 The Parties to this Agreement realize that in part that the success of the dealership depends on open honest and frank discussions from time to time on matters that may or may not be directly related to grievance-arbitration provisions of this Agreement.

Accordingly the Parties agree to meet quarterly through the life of this agreement or more often (mutually agreed to) to discuss issues such as the organization of work, efficiency, productivity and promotion of the dealership. Not more than three (3) employees selected by the Union's membership from different departments within the dealership shall attend these meetings during normal

business hours without loss of pay. Minutes shall be kept and a copy shall be faxed to the CAW National Office in New Westminster.

ARTICLE 22 - FORD PERFORMANCE PENSION PLAN

22.01 As per the Ford Performance Plan booklet for Cherry Ford Sales (1981) Ltd. – 1994.

ARTICLE 23 - SUBSTANCE ABUSE

23.01 The Consumption of Alcohol and Illegal Drugs on the Company Premises is Strictly Prohibited

The Parties to this Agreement have adopted a zero tolerance policy towards the consumption of alcohol and illegal drugs on the Company premises. Therefore any practice which is contrary to this provision will be dealt with severely.

23.02 Substance Abuse Recovery

The Parties agree that substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will provide all benefits as described in Article 16 while under a medical prescribed course of treatment. Repayment of the Employer's portion shall be in following with Clause 16.03.

A committee will be set up comprising equal representation of the Company and the Union to address the issue of substance abuse in the workplace.

Such assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities. Union Substance Abuse Representatives will be provided such time as is necessary for the administration of the program.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 Effective Date

This Agreement shall be in full force and effect from and including October 1, 2002 to and including September 30th, 2005 and shall continue in full force and

effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiry date of September 30th, 2002 of the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

24.02 Collective Agreement Continues

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and commence a strike or the Company shall give notice of lockout, and commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

24.03 Exclusion of Section 50(2) and (3)

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

24.04 Strikes/Lockouts

The Union agrees not to strike and the Company agrees not to lock out during the life of this Agreement.

DATED this 18th day of June, 2003

FOR THE COMPANY:

Leslie Kurki

FOR THE UNION:

Steve Bamford

Kevin Hancock

SCHEDULE "A"**CLASSIFICATIONS AND WAGE RATES**

Classifications	1st Year Oct. 1/2002	2nd Year Oct. 1/2003	3rd Year Oct. 1/2004
Journeyman All Trades	23.90	24.51	25.00
Control Tower Operator	17.26	17.52	17.87
Service Advisor (Service Advisor Salary)	17.86 *(3095.12)	18.13 (3142.11)	18.49 (3205.32)
Warranty Clerk	15.16	15.39	15.70
Cashier/Invoice	10.98	11.14	11.36
Lube Technician	10.45	10.61	10.82
Parts Person	18.83	19.11	19.49
Parts Driver	9.41	9.55	9.74
Carwash Person	9.09	9.23	9.41
Detailer	9.93	10.08	10.28
Shuttle Driver	9.09	9.23	9.41

(*Calculation for monthly salary is: 173.33 hours/month x hourly rate)

Technician Premiums

\$0.50 per hour for Senior Technician (4 specialties), plus an additional \$0.50 per hour for Master Technician (8 specialties).

\$1.00 per hour for Lead Drivability Technician

SERVICE ADVISOR GROUP BONUS (Based on Retail Sales)

Each Service Advisor will receive 1% of the monthly retail labour sales as shown on line 7 of the financial statement. Lead Advisor shall receive 1.5%.

Example: Retail Labour \$46,500.00 x 1% = \$465.00, and
 \$46,500.00 x 1.5% = \$697.50

Each Service Advisor would receive a \$465.00 bonus, and
 Lead Service Advisor would receive a \$697.50 bonus

SERVICE ADVISOR STEP RATES

Up to 3 months	-	85% of base salary - no bonus
Up to 6 months	-	85% of base salary - with bonus
Over 6 months	-	100% of base salary - with bonus

When retail work orders come in and management changes retail to warranty "goodwill" then Technicians shall be paid retail times unless otherwise mutually agreed between the Employer and employee prior to the work being done.

PARTS DEPARTMENT BONUS SCHEDULE

The Parts Department Bonus Schedule shall be based on a percentage of the combined gross of:

Wholesale (Line 2), Counter Retail (Line 6) and the Retail Repair (Line 8).

The bonus will be calculated in the following manner:

Taking the Parts Person's average percentage of Lines 2, 6 and 8, the bonus will be paid on the following calculation:

0% to 33%	=	0.5% of the gross of the totals of Lines 2, 6 & 8
33.1% to 35%	=	0.75% of the gross of the totals of Lines 2, 6 & 8
35.1% and above	=	1% of the gross of the totals of Line 2, 6 & 8

LETTER OF UNDERSTANDING #1

Between

CHERRY FORD SALES (1981) LTD.

And

CANADIAN AUTO WORKERS - LOCAL 114

Re: Tracey Bruening

Tracey to be paid the Warranty Clerk rate, plus yearly increases for all work she presently performs including answering phones, cashier/invoice work, service writer and parts-persons relief, and other such duties as may be reasonably assigned by the Employer.

DATED this 18th day of June, 2003

FOR THE COMPANY:

Leslie Kurki

FOR THE UNION:

Steve Bamford

Kevin Hancock

LETTER OF UNDERSTANDING #2

Between

CHERRY FORD SALES (1981) LTD.

And

CANADIAN AUTO WORKERS - LOCAL 114

Re: Shop Foreman Duties and Rate

Shop Foreman Duties

- assist with technician overload
- inspect job quality F.R.F.V. - Dispatching
- ensure all employees in the service area maintain a clean and safe work area
- employee training and school schedule
- submitting EDSR reports
- assist with regular white board meetings
- organize technician scheduling for overtime
- monitor and maintain shop equipment

Pay Plan

Hourly Rate: \$25.45 per hour as of October 1, 2002 (plus yearly increases)

Bonus

.5% of retail labour
 \$1.00 for each FRFV percentage point over 75%
 \$1.00 for each shop efficiency % point over 80% shop efficiency plus any other premium or bonus provided in the Collective Agreement.

DATED this 18th day of June, 2003

FOR THE COMPANY:

Leslie Kurki

FOR THE UNION:

Steve Bamford

Kevin Hancock

LETTER OF UNDERSTANDING #3

Between

CHERRY FORD SALES (1981) LTD.

And

CANADIAN AUTO WORKERS - LOCAL 114

Re: Danny Hutchinson

Position: New & Used Vehicle Inspection Coordinator

Duties:

- PDI new vehicles
- Used vehicle inspections
- Documentation re: PDIs and inspections
- Repair used vehicles before and after sale and complete related paperwork
- Designate necessary work to service department
- Book in new vehicles off carrier and place into inventory

The Employer hereby agrees that Danny Hutchinson shall hold the position of “New and Used Vehicle Inspection Co-Ordinator” for the duration of the Collective Agreement or until he voluntarily bids out of that job.

Danny shall remain a dues paying member of CAW Local 114 with all accompanying rights and privileges while holding the aforesaid position.

As of October 1, 2002 Danny’s wage rate will be \$20.58 plus all other increases.

DATED this 18th day of June, 2003

FOR THE COMPANY:

Leslie Kurki

FOR THE UNION:

Steve Bamford

Kevin Hancock

LETTER OF UNDERSTANDING #4

Between

CHERRY FORD SALES (1981) LTD.

And

CANADIAN AUTO WORKERS - LOCAL 114

Re: Cory Froese

Duties are shipping/receiving, relief parts-person and parts driver as well as computer web site, maintenance/update and other such duties as may be reasonably assigned by the Employer.

The wage rate will be \$13.00/hour plus all other increases.

DATED this 18th day of June, 2003

FOR THE COMPANY:

Leslie Kurki

FOR THE UNION:

Steve Bamford

Kevin Hancock