

COLLECTIVE AGREEMENT

BY AND BETWEEN

KALAWSKY PONTIAC BUICK GMC (1989) LTD.

1700 Columbia Avenue, Castlegar, BC V1N 2W4

and:

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1518,

chartered by the United Food and Commercial Workers International Union, A.F.L., C.I.O., C.L.C..

Duration of Agreement: August 1, 2002 to July 31, 2006

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INTRODUCTION

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them:

Section 1 - BARGAINING AGENCY

- 1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees as set out in the Certificate of Bargaining Authority for those operations at 1700 Columbia Avenue, Castlegar, B.C. excluding Office Staff, General Manager, Assistant General Manager, Controller, Sales Manager, Sales Staff including Business Manager, Service Manager, Assistant Service Manager, Body Shop Manager and Parts Manager.
- 1.02 The term employee as used in this Agreement shall apply to any person employed in any job which is covered by the Certificate and/or this Agreement
- 1.03 All work within the Bargaining Unit shall be performed only by those persons coming within the Bargaining Unit who are members of the Union as prescribed herein, or who are eligible to become members under Section 2 herein, except in the case of training. To the extent that persons other than those in the Bargaining Unit have been doing the work of the Bargaining Unit this practice will continue. In no case will Dick Dunlop be displaced by management personnel.

Section 2 - UNION SECURITY

- 2.01 Effective the date of ratification all new hires must become and remain union members in good standing. New hires will make application within 10 days after employment and become members within thirty (30) days.
- 2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list of all employees who have terminated their employment during the previous month.

Section 3 - DEDUCTION OF UNION DUES

- 3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization, union dues, fines and assessments as authorized by regular and proper vote of the membership of the Union.
- 3.02 The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official Dues



Check-off to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted for any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues Check-offs are to be submitted on a monthly or four (4) week basis, showing the amount deducted each week, for what purpose, and the total amount deducted during the month or four (4) week period for each employee from whom the deduction was made. Union dues deducted by the Employer shall be shown on the employee's T-4 slip.

Section 4 - MANAGEMENT'S RIGHTS

- 4.01 The Union agrees that the Employer has the exclusive right and power to manage the Employer's operation; to direct the workforce; to hire and/or promote as set out in this Agreement; demote or discharge for just cause, or lay off employees; to assign jobs, and to increase and decrease the workforce; to determine the products to be handled, produced or manufactured; the schedule of products and the methods of processing; and means of production and handling; to make and change rules and regulations, provided it does not conflict with this Agreement. The Employer agrees that any exercising of these rights and powers in conflict with any provision of this Agreement shall be subject to the provisions of the Grievance Procedure.

Section 5 - CLASSIFICATIONS AND WAGE RATES

- 5.01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in Section 5.05 of this Agreement.

Time, except for flat-rate employees, shall be computed, as evidenced by the employee's time card, from the time the employee commences their day's work until their shift is finalized.

- 5.02 When an employee meets with an injury at work which prevents them from continuing to perform their duties, they shall be paid a full day's wage for the day of the accident. If they do not receive Workers' Compensation Board benefit and require time off during regular working hours in regards to said injury or illness, they shall be paid for such time off in a manner that will ensure them a minimum of eight (8) hours of pay for that day.
- 5.03 When an employee is temporarily removed from their regular work, they shall be paid their regular rate of pay.
- 5.04 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule, or working fewer hours than stipulated in this Agreement, shall suffer reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

5.05 RATE PER HOUR

(Except as otherwise specified)



CLASSIFICATION	Aug 1, 2001	Aug 1, 2002	Aug 1, 2003	Aug 1, 2004	Feb 1, 2005	Aug 1, 2005	Feb 1, 2006
	Current Rate	2% increase	2% increase	2% increase	1% increase	2% increase	1% increase
Sr. Body Shop Journeyman	\$20.81	\$21.23	\$21.65	\$22.08	\$22.30	\$22.75	\$22.98
Body Shop Journeyman	\$18.73	\$19.10	\$19.49	\$19.88	\$20.08	\$20.48	\$20.68
Senior Parts Person	\$2,757.40	\$2,812.55	\$2,868.80	\$2,926.17	\$2,955.44	\$3,014.55	\$3,044.69
Journeyman Parts Person	\$2,081.05	\$2,122.67	\$2,165.12	\$2,208.43	\$2,230.51	\$2,275.12	\$2,297.87
* Service Advisor	\$2,081.05 Plus Commission	\$2,122.67 Plus Commission	\$2,165.12 Plus Commission	\$2,208.43 Plus Commission	\$2,230.51 Plus Commission	\$2,275.12 Plus Commission	\$2,297.87 Plus Commission
Maintenance Technician		\$13.00	\$13.26	\$13.53	\$13.66	\$13.93	\$14.07
Journeyman Technicians	\$18.73	\$19.10	\$19.49	\$19.88	\$20.08	\$20.48	\$20.68
Senior Journeyman Technicians	\$22.67	\$23.12	\$23.59	\$24.06	\$24.30	\$24.78	\$25.03
Apprentice Technicians	1st year	50% of journeyman rate		Apprenticeship scale to remain and will be replaced by the Apprenticeship scale contained in any new legislation.			
	2nd year	65% of Journeyman rate					
	3rd year	80% of Journeyman rate					
	4th year	90% of Journeyman rate					
**Detail Persons	\$8.32	\$8.49	\$8.66	\$8.83	\$8.92	\$9.10	\$9.19
**Car Wash/Lot Person	\$7.44	\$7.59	\$7.74	\$7.90	\$7.97	\$8.13	\$8.22
Lube Rack Attendant		\$10.40	\$10.61	\$10.82	\$10.93	\$11.15	\$11.26
**Red Circle Incumbents	Elaine Cameron (Detail) Current rate plus negotiated wage increase			Bonnie McKenzie (Wash Bay) Current rate plus negotiated wage increase			

* Dick Dunlop will continue to be paid a salary at his current rate plus negotiated percentage increases.

Section 6 - GENERAL HOLIDAYS

6.01 All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on their normal hours at their applicable rate at the time of taking such Holiday, plus a shift premiums they would normally be entitled to:

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

6.02 If during the life of this Agreement the Federal Government or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out in 6.01 above.



- 6.03 Employees who are required to work a shift which commences at any time during the General Holiday shall, in addition to their regular holiday pay, receive time and one half (1-1/2 X) their hourly rate for all hours worked during that shift.
- 6.04 It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government unless mutually agreed to change by the Employer and employee.
- 6.05 An employee shall be paid for each General Holiday even if it falls on their weekly days off, annual vacation, jury duty, bereavement leave, or any other authorized leave of absence provided they have earned wages from the Employer during fifteen (15) days of the thirty (30) days immediately preceding the holiday, or the employee shall be given a day off with pay in such circumstances, or an extra day's pay, as per mutual agreement.

Section 7 - DAYS AND HOURS OF WORK AND OVERTIME

- 7.01 (a) Each employee shall be guaranteed the amount of hours normally worked on their shift provided they commence work at the start of their shift and do not leave of their own accord before completing the shift. Flat-rate employees will continue with the current eighty percent (80%) guarantee of hours worked over a two (2) week period.
- (b) The work week shall be between Thursday at 12:01 a.m. up to and including Wednesday at 12:00 midnight.
- Employees may be scheduled on a Monday to Friday, or Tuesday to Saturday work schedule.
- 7.02 Any time worked in excess of the regular hours per day as referred to in 7.01 above shall be paid at one and one-half (1 ½) for the first three (3) hours and double-time (2X) thereafter. This does not apply to flat-rate employees.
- 7.03 Any time worked on the sixth (6th) day shall be paid at the rate of time and one-half (1 ½) and all time worked on the seventh (7th) day shall be paid at the rate of double time (2X) with a minimum of four (4) hours guaranteed. This clause does not apply to flat-rate employees.
- 7.04 Any employee called back to work after their scheduled shift has been completed and they have left the premises shall be paid a minimum of three (3) hours' pay at the applicable overtime rates. Flat-rate employees will be paid time and one half (1-1/2 X) of flat-rate for hours for the particular job.
- 7.05 All daily shifts shall be scheduled in advance and a schedule shall be posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time.
- 7.06 The Employer agrees that if it becomes necessary to work overtime, such overtime will be disbursed equally as far as possible amongst those employees covered who normally perform such work.
- 7.07 Employees may refuse to work overtime individually. However, if all employees within a job classification refuse overtime, the Employer may appoint as required by qualification in reverse order of seniority.



7.08 Pay Day and Pay Statements

- (a) All hourly employees covered by this Agreement shall be paid on every second (2nd) Friday.
- (b) Salaried employees shall be paid on the 15th of the month and the last day of the month, i.e., January 31st, March 31st, May 31st.
- (c) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked, including overtime, the rate of wages applicable, and all deductions made from the gross amount of wages. Accrued vacation pay information will be provided very other month to those employees requesting same.

7.09 Where there is an error on a paycheque, this shall be corrected and any monies owing be paid out no later than two (2) working days from the date the Employer's payroll official is notified of the error.

7.10 There will continue to be three recognized flat-rate schedules

- (a) Warranty work - flat-rate times as per the General Motors flat-rate schedule.
- (b) Goodwrench Services and specified packages - as per posted times.
- (c) All other operations - will be calculated using the Chilton flat-rate manual.

Section 8 - BREAKS, REST PERIODS

8.01 Breaks and Rest Periods

- (a) No employees shall work longer than five (5) hours without an uninterrupted one-half (1/2) hour off during the regular daily shift, exclusive of rest breaks.
- (b) All hourly employees except those on flat-rate shall receive an uninterrupted, paid fifteen (15) minute break in each half of their daily shift. The time for said breaks is to be determined by Management. However, such break shall not be scheduled earlier than one and one-half (1 ½) hours from the commencement of each half of an employee's work shift.
- (c) When an employee is scheduled to work over three (3) hours of overtime immediately following their regular shift, the employee shall receive a break of thirty (30) minutes within that time, with pay.

Section 9 - SENIORITY

9.01 There shall be a Seniority List setting out the name and date of employment of all employees. Such a list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.

9.02 All employees shall be retained or recalled by reason of seniority, provided they are qualified and capable of immediately performing the work available.

Seniority and employment shall be lost if an employee:

- (i) voluntarily leaves the employ of the Employer; or



- (ii) is discharged for just cause; or
- (iii) after a layoff, fails to report to work for ten (10) working days after being recalled by telephone and hand-delivered or registered letter;

A Steward, if available, will be present when the Employer makes an attempt to call in an employee for work.

9.03 Probationary Employee

A newly hired employee shall be on probation for ninety (90) working days from the date of hire. The parties recognize the probationary period to be a trial period. Days worked need not be consecutive for purpose of calculating the period of probation. During the probation period, the employee shall be entitled to all rights and benefits of this agreement. After completion of the probationary period seniority shall be effective from the original date of employment

9.04 Skill and Proficiency

It is to the mutual benefit of the Employer and employees that employees attend the appropriate courses and training sessions recommended by the Employer. An employee is required to maintain full attendance except under extraneous circumstances, and satisfactorily complete the requirements of the course. While in training, an employee will be paid at the rate of pay they would have received had they not been in training and will be allowed actual, reasonable away-from-home expenses necessarily incurred. Travel time will be paid for travel during regular working hours on regular working days. Travel time on other than work days will be arranged prior to departure.

9.05 Employees will be assigned to training opportunities on the basis of their area of specialization. The Employer will pay the full cost to enroll the employees in all applicable Manufacturer's Training and Technician Guilds and CPT Training Program and any other training courses recommended by the Employer.

9.06 Job Posting

(a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board, notifying that a vacancy or a new job classification exists, giving details of the job, rate of pay, etc. and shall be posted for a period of ten (10) days. Qualified employees may apply, in writing, by no later than the end of that posting, excluding weekends. When an employee is on any vacation or leave of absence, the Employer, with a Steward present, will make contact with that employee to advise them of the posting. The senior employee applying who has the ability and qualifications to do the job shall receive such job.

Vacant positions shall be posted within five (5) days of becoming vacant if the Employer decides to fill such vacancy.

(b) It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

9.07 If the Employer wishes to institute a new job classification for which there is no wage rate contained in this Agreement, the Parties shall negotiate wage rates, for such job classifications. Failure of the Parties to agree shall cause the matter to be submitted to Arbitration.



- 9.08 Wherever there is a significant change in job content, the Parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter shall be processed through the Grievance Procedure to a final conclusion.

Section 10 - ANNUAL VACATIONS

- 10.01 No later than February 1st each year, the Employer shall post a vacation list on the Bulletin Board, and each employee in order of seniority shall apply for their vacation on such list.

This process must be completed by March 1st of each year. Once such a list is completed and approved by Management, vacations shall not be altered except by mutual consent of the employee and the Employer.

- 10.02 Vacation will be restricted to two (2) consecutive weeks at any one time within the March 15 through October 30th period ("Prime Time"), unless by mutual consent of the employee and the Employer.

Each employee shall be entitled to two (2) consecutive weeks vacation during "Prime Time." The remaining "Prime Time" available will be selected on a seniority rotation.

- 10.03 One Technician at a time will be allowed to schedule vacation.

- 10.04 An employee's anniversary date of hire shall be used to calculate their vacation entitlement and payment.

10.05 Vacation Entitlement

- (a) Employees with one (1) or more years continuous service shall receive two (2) weeks vacation and the pay therefore shall be based upon four percent (4%) of the total wages earned in the previous year.
- (b) Employees with five (5) or more years continuous service shall receive three (3) weeks vacation. The pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee during the previous year.
- (c) Employees with then (10) or more years continuous service with the Company shall receive three (3) weeks vacation and the pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the previous year.
- (d) Employees with twenty (20) or more years continuous service with the company shall receive 4 weeks vacation and the pay therefore shall be based upon ten percent (10%) of the total wage on salary earned by the employee during the previous year.

- 10.06 Absences due to illness or authorized leave of absence in excess of a consecutive period of three (3) months will not be considered to be "hours worked" for the purpose of vacation entitlement.

- 10.07 In the event that an employee leaves the employ of the Employer before they are entitled to the two (2) weeks vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Employer.



- 10.08 Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated (i.e., on a percentage basis), and also a cheque for the appropriate vacation pay to which the employee is entitled.
- 10.09 During the vacation period there will be alternate Shop Steward when there are no Shop Stewards available.

Section 11 - HEALTH AND WELFARE BENEFITS

- 11.01 The Company shall be responsible for the provision of benefits.
- 11.02 Only an employee who works at least twenty (20) hours each week, on a regularly scheduled basis, is eligible to participate in the Company's Benefit Program.
- 11.03 Attached to this Agreement is a copy of the *Cada Employee Benefit Plan* booklet, which shall be an integral part of this Agreement, covering all eligible employees.
- 11.04 Changes in Plan are subject to negotiation. It is agreed and understood by the parties signatory to this Agreement that the Benefit Plan forms part of the Collective Agreement, and may only be altered or amended by mutual agreement of both parties. This clause does not prevent the Employer from changing carriers.
- 11.05 Information respecting Health and Welfare Plans: A copy of the master contracts with the Health and Welfare Benefit Plan carriers shall be sent to the President of the Union.
- 11.06 The Employer shall pay 50% percent of the premium cost of said plan.
- August 1/2000 - 55% Employer - 45% Employee
- August 1/2001 - 60% Employer - 40% Employee
- 11.07 Employees who opt out of any portion of the Health and Welfare program will be required to sign a waiver.
- 11.08 **Medical Reports:**
The Employer agrees to pay the fee for medical reports required by the Employer

Section 12 - RRSP

The Employer will continue to deduct and submit RRSP contributions on behalf of interested employees

Section 13 - LEAVE OF ABSENCE

- 13.01 **Maternity Leave**
- (a) A pregnant employee who requests leave under this section is entitled to up to eighteen (18) consecutive weeks of unpaid leave:
- (i) beginning no earlier than eleven (11) weeks before the expected birth date; and
- (ii) ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period.



- (b) An employee who requests leave under this Section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) 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 14.01(a) or (b)
- (d) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) 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
 - (iii) 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 13.01 (c).
- (e) A request for a shorter period under 13.01 (a) (ii) must:
 - (i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and
 - (ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

13.02 Parental Leave

- (a) An employee who requests parental leave under this section is entitled to up to twelve (12) consecutive weeks of unpaid leave, beginning:
 - (i) for a birth mother, immediately after the end of the leave taken under Section 13.01 unless the Employer and the employee agree otherwise;
 - (ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event; and
 - (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent
- (b) 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 13.02 (a).
- (c) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is for leave under 13.02 (a) (i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.



An employee's combined entitlement to leave is limited to thirty (30) weeks plus any additional leave the employee is entitled to under or 13.02 (b) of this Agreement.

13.03 **Family Responsibility Leave**

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related:
 - (i) the care, health, or education of a child in the employee's care; or
 - (ii) the care of health of any other member of the employee's immediate family. For the purpose of this clause employee's immediate family is defined as: mother, (step), father (step), brother (step), sister (step), spouse, common-law spouse, child of the employee, father-in-law, mother-in-law, grandparent, and relative permanently residing in the employee's household or with whom the employee permanently resides.

13.04 **Bereavement Leave**

For the purpose of this clause, immediate family is defined as: mother, (step), father (step), brother (step), sister (step), spouse, common-law spouse, child (step) of the employee, father-in-law, mother-in-law, grandparent.

Where a member of his/her immediate family dies, an employee shall be entitled to a maximum of three (3) days leave with pay.

13.05 **Jury Duty and Witness Duty Pay**

An employee summoned to Jury or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer, shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the unit in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the dealership in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

An Employee's day(s) off will not be altered to circumvent the foregoing.

Flat-rate employees will be paid the hourly rate while on such leave.

13.06 **Personal Leave**

The Employer may grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient case, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.



Section 14 - UNION ACTIVITIES

14.01 Shop Steward's Recognition

- (a) It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or election.
- (b) The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to Management.
- (c) Shop Stewards may introduce new members to the Union on their own time to present membership cards for signature.
- (d) An employee shall have the right to have their Steward present at any discussion with supervisory personnel that the employee believes might be the basis of formal disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward, or Alternate, or a witness of their choice providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (e) A Steward shall have the right to consult with a staff representative of the Union and to have a Local Union representative present at any discussion with supervisory personnel which the Steward believes might be the basis of disciplinary action against the Steward

14.02 The Company agrees to recognize two (2) Union Shop Stewards.

14.03 Time Off for Processing Grievances

- (a) The Union Stewards and Alternates shall be free to discharge their duties without fear that their relations with the Company may be affected in any way. Moreover, the Company agrees to compensate Stewards for all time spent in the servicing of grievances, when they would otherwise be at work, provided they adhere to the following requirements:
 - (i) will not absent themselves from their regular work unreasonably in order to deal with the grievances of employees;
 - (ii) will not enter a department where a grievance has been reported without informing the supervisor of that department of their presence and the person they wish to consult;
 - (iii) will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise, when resuming their regular work, will report to their supervisor and if requested, advise which department they have visited. Permission shall not unreasonably be withheld.



14.04 **Time Off for Other Union Activities**

Leave of absence without pay and without loss of seniority shall be granted to employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer. The Employer agrees to continue to pay the employee and bill the union for such pay.

14.05 **Time Off for Union Business**

(a) The Employer agrees that the employees chosen to attend to Union business in connection with conventions, conferences, or seminars shall be given time off up to seven (7) days according to the following formula: No more than one (1) employee will be on such leave at any one time.

- The Union shall notify the Employer at least one (1) week in advance of the commencement of all such Leaves of Absences.
- Upon at least two (2) months' notice, the Employer shall grant a Leave of Absence for purposes of Union business, to one (1) employee on the following basis:
- Up to six (6) months Leave of Absence without review and a further six (6) months by mutual agreement.

(b) Provincial Conference: In the event the Union should call a Provincial Conference, time off for Union business shall be granted on the following basis:

- One (1) employee from the Bargaining Unit of the Employer shall be granted time off.
- The Employer shall be given at least two (2) weeks notice of such Conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages and all other payroll costs.

14.06 **Access to Personnel Records**

An employee shall, at any reasonable time, be allowed to inspect their personnel file and may be accompanied by a representative of the Union if they so desire.

A copy of any document placed on an employee's official personnel file that might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

At the time of signing of this agreement all disciplinary notices will be removed from the employees file.

14.07 **Bulletin Boards**

A bulletin board will be supplied by the Union and will be placed in the lunchroom. It is understood that this bulletin board is the property of the Union and shall be for their exclusive use.

14.08 **Visits by Union Representative**

Duly authorized full-time representatives of the Union shall be entitled to visit the Employer's establishment for the purpose of observing working conditions, interviewing members and



unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of any employee by a Union Representative shall be permitted after notifying the Workplace Manager, or whoever is in charge, and shall be:

- (i) carried out in a place in the workplace designated by Management;
- (ii) held whenever possible during the lunch period; however if this is not practical,
- (iii) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Employer time unless with the approval of Management.
- (iv) held at such times as will not interfere with service to the public.

14.09 **Union Decal**

The Employer agrees to display the Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.

14.10 **Strikes and Lockouts**

The Company recognizes the right of individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a legal strike or lockout. The Company will not discipline any employee while on assignment for failing to cross a legal picket line.

Section 15 - GRIEVANCE AND ARBITRATION PROCEDURE

15.01 **Grievance Steps**

- (a) The Company and Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the employee's supervisor.
- (b) A "Grievance" shall mean any difference or dispute concerning the interpretation, application, administration or alleged violation of the Agreement and shall be handled in the following manner:

Both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly, without necessarily having to resort to any formal process, as this will benefit all concerned. When this fails to resolve the difference, the formal grievance process will begin at "Step 1".

Step 1 The aggrieved party shall, within seven (7) days of the alleged grievance occurring, discuss their complaint with a Shop Steward and their immediate supervisor, who shall meet to endeavour to settle the alleged grievance.

Step 2 If the alleged grievance is not settled within seven (7) days from the date of the meeting at Step 1, it shall be produced in writing and referred to the manager responsible, or their designate.

Step 3 If the alleged grievance is not settled within seven (7) days from the date of the meeting at Step 2, it shall be referred to the Union Business Representative and the General Manager of the Company, or his designate. The parties shall communicate within a



reasonable period of time, which will not exceed thirty (30) days, to resolve the grievance.

Step 4 In the event the alleged grievance is not settled within thirty (30) days after meeting with the General Manager of the Company, or his designate, the alleged grievance may be submitted to Arbitration as hereinafter provided.

Step 5 An alleged grievance referred to Arbitration by either party must be in writing to the other, confirming their intention to request Arbitration. Such written notice shall be given within the thirty (30) days outlined in Step 3 of the last meeting between the parties.

15.02 **Time Limitations**

Time Limitations may be extended by mutual agreement in writing between the parties.

Any grievance which is not raised within the time specified in this Agreement, or which is not processed through the next step of the grievance procedure, or carried through to Arbitration within the time specified in the Agreement, shall be deemed to have been abandoned by the party initiating the grievance.

15.03 **Union or Company Grievances**

(a) Any difference between the parties arising out of the interpretation and/or application of this Agreement may be submitted by one party to the other, at Step 3 of the grievance procedure.

(b) In the case of dismissal, the grievance procedure shall commence at Step 3.

15.04 **Referral to Arbitration**

Within the fourteen (14) days of receipt of such notice that Arbitration is to be invoked, detailed in Step 5, the parties agree to use on the first available basis Messrs. Ready, Kelleher, Taylor.

The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

The sole Arbitrator shall not have the authority to alter or change any of the provisions of this Agreement, or to insert any new provisions, or to give any decision contrary with the terms or provisions of this Agreement.

Each party shall pay its own costs and expenses in connection with the Arbitration and the expenses and/or fees of the sole Arbitrator shall be shared on a fifty/fifty (50/50) basis between the Company and the Union.

15.05 The parties do not preclude the use of the expedited process provided for in the *Labour Code of British Columbia*.

Section 16 - RIGHTS OF EMPLOYEES ON LAYOFF

16.01 **Layoff and Recall**

(a) Employees who are under notice of layoff or laid off shall be recalled to vacant positions in their former classifications before such positions are filled by new employees.



- (b) Laid-off Bargaining Unit employees who wish to be considered for vacancies in other than their own classification must so advise the General Manager.
- (c) Employees referred to in 16.01 (a), based on seniority, will be recalled if they have the sufficient qualifications and the ability to fill the job requirements and were members in good standing of the Union when laid off.
- (d) Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:
 - (i) no more than six (6) months has elapsed since the last day worked by the employee;
 - (ii) for employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.

If an employee, when contacted for proper and sufficient reason, is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, he or she shall exchange their seniority with the next employee on the list who is immediately available for employment until he or she is recalled, at which time they shall resume their original seniority status. If they do not report in one (1) calendar week from date of recall without proper or sufficient reason, they shall be dropped from the seniority list.

16.02 **Notice of Layoff**

The Company shall give the employees who are to be laid off as much advance notice as possible. The Union and Chief Steward shall be notified of the names of the employees to be laid off concurrent with the issuance of any layoff notice. It is the responsibility of the laid-off employee to keep the Company informed at all times of their current address and telephone number.

16.03 **Separation of Employment**

- (a) If an employee is discharged they shall be paid in full for all monies owed them on the date of the discharge.
- (b) If an employee quits, the Employer may withhold payment for five (5) calendar days.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.

Section 17 - TECHNOLOGICAL CHANGE AND RE-TRAINING

- 17.01 The Employer shall give at least forty-five (45) days notice to the Union in writing of its intention to effect technological change that is likely to affect the terms and conditions of employment of the employees in the Bargaining Unit.
- 17.02 In the event the Employer introduces a technological change which requires re-training, the Employer agrees to give the first opportunity to employees then on the Payroll, through the Job Posting procedure of this Agreement, for re-training provided the applicant qualifies with the requirements for such training.



- 17.03 Should such a technological change necessitate a significant change in job content or qualification, or a change in job classification, the parties will agree to an appropriate rate of pay for the job affected. If the parties do not agree, the matter shall be settled by Arbitration.
- 17.04 Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer, to a maximum of twelve (12) weeks, at their normal weekly wages or the average weekly wages within the last eight (8) weeks in which they earned wages, whichever is the greater. For the purpose of computing termination pay, overtime wages shall not be included or taken into account for the purpose of determining normal weekly or average weekly wages.

Section 18 - SAFETY AND HEALTH

- 18.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits will be supplied and properly maintained as established under the Codes.
- 18.02 Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall immediately notify Management of the existence of such condition or practice. It shall not be reason for any disciplinary action if any employee refuses to work in any area that is unsafe in accordance with *Worker's Compensation Act* regulations. Employees must demonstrate that an unusual hazard exists if they refuse to work.
- 18.03 In the event an employee becomes ill during their shift, the employee shall report directly to their supervisor or foreman, and if the employee wishes to go home or to a doctor, permission to do so will be granted. Employees will be paid only for hours worked for that day.

18.04 First Aid

There shall be an employee designated as a First-Aid Attendant on each shift, provided that employees on such shifts possess a valid Industrial First-Aid Certificate. First-Aid Attendants shall be paid the remuneration listed below in addition to their hourly rate of pay:

Level III	\$0.20 per hour
Level II	\$0.15 per hour
Level I	\$0.10 per hour

If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at their hourly rate of pay at straight-time rate (no premium or shift differentials) for all hours that the employee attends classes. The Company will ask all existing First-Aid employees to renew their Tickets first before going outside of the Bargaining Unit.

18.05 Health and Safety Committee

The Employer agrees to maintain a Health & Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member of the Bargaining Unit shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee. Meeting time is to be paid at straight time rates.



18.06 **Compensation Coverage**

When an employee goes on Compensation, they shall, when the Compensation Board signifies that they may return to work, be returned to the Payroll at their previous job and applicable rate of pay, provided they are capable of doing the work. This provision does not apply to injury or illness not covered by Workers' Compensation Regulations. In the case of an absence in excess of twelve (12) months, the Employer shall attempt to return the employee to the Payroll at their previous job and applicable rate of pay, subject to their ability to perform their job and the availability of work. The above period can be extended by mutual consent of the Employer and the employee concerned.

18.07 **Equipment Maintenance and Safety**

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement for employees to refuse to operate such equipment and to report whatever service or maintenance is needed to their supervisor.
- (c) Drivers who are responsible for operating trucks and equipment will do so with due care and in a responsible manner. Drivers are also responsible for the cleanliness of their vehicle and for ensuring regular service and maintenance is performed on the vehicle.
- (d) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or Bylaws.

18.08 **Transportation**

No employee shall use their own car on Employer business.

Section 19 - MISCELLANEOUS

19.01 **Paid Time Off for Elections**

The Employer shall not alter the regular or normal starting time or shift of any employee on any Election Day.

19.02 **Gender**

Wherever the use of the male gender is used herein, it shall also apply to feminine gender.

19.03 **Tool Insurance**

The Employer shall provide, at no cost to the employee, tool insurance as follows:

- (a) Maximum coverage - twenty thousand dollars (\$20,000), subject to a two hundred dollar (\$200.00) per claim deductible.
- (b) Insurance shall cover loss by fire or theft, upon evidence provided as per normal insurance regulations. Insurance shall cover tools on the premises of the Employer, or while being used by the employee outside the premises under the direction of the Employer. Visible signs of entry must be evident for any claim of theft.



- (c) Coverage to be effective subject to the employee providing the Employer with an up-to-date inventory of tools owned on an annual basis on the first day of each July. Failure to do so shall release the Employer's obligation under this Section. **Video recording or picture of the employee's tools shall be acceptable as an inventory for the purpose of this Section.**
- (d) Essential tools required to be carried as a dealer by any franchised manufacturer, which would not be part of mechanic's normal inventory, shall be the responsibility of the Employer.

The Parties agree that only tools named herein shall be covered by the provisions of this Agreement

19.04 **Discrimination Prohibited**

The Employer agrees that there shall be no discrimination, interference, restriction, coercion, harassment, or intimidation by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offense for which a pardon has been received, or membership or lawful activity in the Union.

19.05 **Safety Equipment and Protective Clothing**

The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

- (a) The Employer shall provide Technicians and apprentices, free of charge, with the following:
 - (i) A clean pairs of coveralls each day, **in good condition and replaced as required.**
 - (ii) Employees who are required to wear safety boots by Workers' Compensation Board shall receive up to one hundred and fifty dollars (\$150.00) per year for CSA Approved footwear, when receipts are provided. **Body Shop, Parts and Technicians (including Apprentices, Lube Rack Attendants and Maintenance Technicians) will receive a one hundred and fifty dollar (\$150.00) boot allowance every year commencing on the first day of the second year of their employment. Technicians will receive every second year a tool allowance of one hundred and fifty dollars (\$150.00) payable on the off-year that they claim the tool allowance. The tool allowance will increase to \$200.00 on the second claim and \$250.00 on the third claim.**
- (b) Parts persons and Service Writers will receive up to \$100.00 per year worth of GM shirts to be ordered by the dealership. **Parts Persons and Service Writers will be consulted regarding the type of shirts to be ordered.**

19.06 **Transfer of Title or Interest**

- (a) This Agreement shall be binding upon the parties hereto, their successors, Administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment,



receivership, or bankruptcy proceeding, or any company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union immediately the Employer executes the final contract of sale, lease or transfer. The Union shall also be informed of the nature of this transaction, not including financial details.

19.07 **Change in Collective Agreement**

It is agreed and understood by the parties signatory to this Agreement that any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

Section 20 - RACIAL, SEXUAL AND PERSONAL HARASSMENT

20.01 **Workplace Harassment Policy**

The Employer is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Employer will not tolerate harassment of employees by anyone, including any supervisor, co-worker, vendor, client, or customer of the Employer.

It is understood and agreed, that the exercising of normal management rights shall not be considered as harassment.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, sexual orientation, colour, race, ancestry, religion, national origin, age, physical disability or mental handicap, medical condition, disability, marital status, citizenship status, or other protected group status. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal, or visual conduct based on sex constitute sexual harassment when, (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include unwanted sexual advances, offering employment benefits in exchange for sexual favors, making or threatening reprisals after a negative response to sexual advances; visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or poster; verbal conduct: sexual innuendoes, sexually oriented "kidding or teasing", "practical jokes" about gender specific traits, making or using derogatory or suggestive comments, epithets, or slurs, verbal sexual advances or propositions, verbal abuse of a sexual nature, graphic



verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; physical conduct: touching, patting, pinching, brushing against another's body, assault, impeding or blocking movements.

A person who considers that she or he has been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. A direct approach to the person who has caused the offense is suggested as the first step. Frequently, people are unaware that their conduct is offensive and all that is needed to prevent its repetition is a simple statement that the conduct is unwelcome. However, that is merely a suggestion.

Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the complainant should immediately notify your Shop Steward and/or your Employer and/or your Union Representative.

The Union and Employer's policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Union and the Employer will keep complaints and the terms of their resolution confidential.

This harassment policy is to be prominently displayed in the workplace.

If an investigation confirms that harassment has occurred, the Employer will take corrective action in consultation with the Union.

This policy does not prevent any employee from proceeding to the B.C. Human Rights Commission."

Section 21 - EXPIRATION AND RENEWAL

21.01 This Agreement shall be for the period from and including **August 1, 2002 to and including July 31, 2006**, and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding July 31, 2002 or any subsequent anniversary date thereafter to:

require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

The Union upon commencement of lawful strike in compliance with the Labour Code of British Columbia, or

The Employer upon commencement lockout in compliance with the Labour Code of British Columbia.

The operation of Section 50(2)(3) of the *Labour Code of British Columbia* is hereby excluded.



IN WITNESS WHEREOF the Party of the First part has hereunto affixed its signature(s) by its Officers seal by its Officers duly authorized therefore.

DATED this 19TH day of SEPTEMBER, 2002.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.



Letter of Understanding

RE: Section 2 & 3 Union Security

It is understood that Kalawsky Pontiac Buick GMC (1989) Ltd. employees on Payroll on the date of implementation will be subject to the "Rand Formula" in respect to Union Membership. In other words, Union Membership will be optional for these employees but all employees will be required to pay union dues.

Employees hired after implementation, will be required to join the union.

SIGNED THIS _____ DAY OF _____, _____.

RENEWED THIS 19th DAY OF SEPTEMBER, 2002.

FOR THE UNION

FOR THE EMPLOYER

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.



Letter of Understanding

RE: Maintenance Technician

Provided the Maintenance Technician demonstrates the appropriate initiative, they will be given preference over any outside candidate when filling a position of Apprentice Technician. The parties agree to meet and discuss any transition from Maintenance Technician to Apprentice.

SIGNED THIS 19th DAY OF SEPTEMBER, 2002.

FOR THE UNION

FOR THE EMPLOYER

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.



Letter of Understanding

RE: Qualification Committee

The parties agree to participate on a Committee to discuss what levels of qualifications and training are required for a Journeyman Technician or Body Shop Journeyman to advance to the senior rate.

If the Committee cannot agree on the criteria for movement, which will include satisfactory performance of individuals, the issue will be resolved by referral to the Grievance Procedure.

This process will be completed by the end of 2002.

SIGNED THIS 19th DAY OF SEPTEMBER, 2002.

FOR THE UNION

FOR THE EMPLOYER

Bruce Temple, Union Representative
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Letter of Understanding

RE: Social Club

Social Club dues are optional.

SIGNED THIS 19th DAY OF SEPTEMBER, 2002.

FOR THE UNION

FOR THE EMPLOYER

Bruce Temple, Union Representative
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Letter of Understanding

RE: Progression from Journeyman Technician to Senior Journeyman Technician

The Employer and the Union agree to the following for the progression from Journeyman Technician to Senior Journeyman Technician.

1. The Member must complete successfully courses designated by the Employer. The current course requirements are attached and may be changed from time to time.
2. The Member must demonstrate proficiency and quality comparable to other Senior Journeyman Technicians. The Journeyman Technician will be advised on an ongoing basis about any proficiency or quality concerns.
3. The Employer may at any time promote a Journeyman Technician to Senior Journeyman Technician.
4. Rate adjustments will occur effective the date of the promotion.

SIGNED THIS 29th DAY OF April, 2003.

FOR THE UNION

FOR THE EMPLOYER

Bruce Temple, Union Representative
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Letter of Understanding

RE: Progression from Journeyman Body Shop Technician to Senior Body Shop Technician

The Employer and the Union agree to the following for the progression from Journeyman Body Shop Technician to Senior Body Shop Technician.

1. The Member must complete their Apprenticeship or be a Journeyman Body Shop Technician.
2. The Member must demonstrate quality equal to other Senior Body Shop Technicians and proficiency comparable to the flat rates established by ICBC. The Journeyman Body Shop Technician will be advised on an ongoing basis about any proficiency or quality concerns.
3. The Employer may at any time promote a Body Shop Technician to Senior Body Shop Technician.
4. Rate adjustments will occur effective the date of the promotion.

SIGNED THIS 29th DAY OF April, 2003.

FOR THE UNION

FOR THE EMPLOYER

Bruce Temple, Union Representative
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

Neil Kalawsky, President
KALAWSKY PONTIAC BUICK
GMC (1989) LTD.

Brooke Sundin, President
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

