

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WHEATON PACIFIC PONTIAC BUICK GMC LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**September 1<sup>st</sup>, 2004 - August 31<sup>st</sup>, 2007**

**I N D E X**

**WHEATON PACIFIC PONTIAC BUICK G.M.C. LTD.**

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THIS AGREEMENT entered into this                      day of                      , 2004.

**BETWEEN:**                      **WHEATON PACIFIC PONTIAC BUICK GMC LTD.,**  
1090 Lougheed Highway,  
Coquitlam, B.C. V3K 6G9

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**                      **TEAMSTER LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province of  
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **1. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority for those operations at 1090 Lougheed Highway, Coquitlam, B.C.
- (b) 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.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein except in the case of training. No work shall be transferred, subcontracted or contracted out that has not been transferred, subcontracted out in the past or that would result in the layoff of an employee. This provision does not apply in emergency situations provided no employee is capable of performing the work and the Steward is informed.

It is understood and agreed that Management and Office Personnel may assist in the performance of Bargaining Unit work during peak periods when the volume of work requires. In the event that Bargaining Unit Personnel becomes available while Management and Office Personnel are assisting, such assistance shall cease promptly and the task completed by Bargaining Unit Personnel.

## **2. DURATION OF AGREEMENT**

- (a) This Agreement shall be for the period from and including September 1<sup>st</sup>, 2004 to and including August 31<sup>st</sup>, 2007. Either Party to this Agreement may, within four (4) months immediately preceding August 31<sup>st</sup>, 2007. Either Party to this Agreement may, within four (4) months immediately preceding August 31, 2007, give to the other Party written notice to commence collective bargaining.

The parties agree that, during the term of this Agreement, there shall be no lockout by the Employer and no strike or work stoppage by the employees.

- (b) After expiry of the term of this collective agreement and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

## **3. UNION SECURITY AND HIRING**

- (a) The Employer shall notify the Union of any job vacancies. The Union may refer members with the necessary qualifications to the Employer for consideration of employment. The qualifications pertaining to the job classification will be solely determined by the Employer. The Employer retains the right to hire new employees through the Union, Canada Manpower, advertisements, employment agencies or elsewhere.
- (b) When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere.

When the Employer hires a qualified employee elsewhere, he shall have said employee fill out the necessary Union membership and Death Benefit cards prior to the employee commencing work. The Employer shall mail the completed cards to the Union forthwith.

- (c) All employees shall be required to be members of the Union as a condition of employment with the Employer. The Employer shall be required, upon written notice from the Union, to discharge an employee who ceases or refuses to become a member in good standing of the Union where the expulsion or denial or withholding of membership was occasioned by failure of the employee to pay periodic dues, assessments and initiation fees normally required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

- (d) All employees shall have a probationary period of sixty (60) days. Employees may be dismissed for just cause within the probationary period if in the opinion of the Employer they are not suitable for regular employment. The probation period may be extended by mutual consent of both parties. If either party disagrees it would return to sixty (60) days. The maximum of this extension would be ninety (90) days total.

#### **4. DEDUCTIONS OF DUES, ETC.**

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary of the Union any monthly dues, fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list above mentioned.

To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records as they relate to the employees within the Bargaining Unit during normal business hours in the presence of a chosen representative of the Employer.

If the Employer fails to adhere to these provisions then the Employer shall be liable to the Union for the dues not deducted and remitted.

#### **5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any employee who is serving as a Union delegate to any conference or function provided a written request with sufficient notice is submitted to the Employer. No more than two (2) employees (maximum of one (1) from any particular department) shall be absent at one (1) time for this purpose.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and

the Employer will send a copy of any leave of absence of one (1) week's duration or longer to the Union, prior to such leave commencing. However, no legitimate and reasonable request for a leave will be denied provided proper notice is given. Leaves of absence must be used for which they are requested.

- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible. If there is no notification, absence may be considered absence without approval.
- (f) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with pay for three (3) days. Immediate family means: spouse, parent, children, brothers, sisters, grandparent, mother-in-law and father-in-law. Employees shall be granted one (1) day off with pay for brothers and sisters-in-law, aunts and uncles. If more time off for immediate family is required the employee may be granted more time off without pay.
- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed by the Crown as a witness shall be paid for at a rate of pay applicable to said employee. Once an employee is released from Jury Duty or witness duty, all employees are expected to report to work if a reasonable amount of time remains available upon completion of Jury or witness duty on any particular day.

All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

- (h) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period up to one (1) year without pay.
- (i) Maternity/Paternity Leave will be in accordance with B.C. Labour and Employment Law Statutes.

## **6. SHOP STEWARDS**

- (a) There shall be Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement and he cannot interfere with the management and operation of the Company unless otherwise stipulated in this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and remove thereof is solely vested with the Union. The number of Shop Stewards will be consistent with the need and shall not exceed a maximum of four (4) Stewards, one in the Parts Department, one in the Body Shop

and two in the Service Department. However, the Union may appoint alternate Stewards to act on behalf of Stewards in their absence.

- (d) The Union will advise the Employer of the identity of all Shop Stewards.

- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay; however, his Foreman and the Foreman of the area pertaining to the grievance must be notified.
- (f) Shop Stewards shall be allowed time off work, without pay, with prior approval of the Employer for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.
- (g) During negotiations, the Union may have a Negotiating Committee in attendance. Employees in attendance will be paid on a straight time basis to a maximum of eight (8) hours in any one (1) normal work day. Said wages will be borne equally by the Employer and the Union. The number of members in the Committee will be determined between the parties prior to negotiations commencing.

## **7. WORK CLOTHES, ETC.**

- (a) The Employer shall provide each employee, free of charge, with the following:
  - (i) A minimum of five (5) clean pair of coveralls or five (5) smocks each week. The Employer will endeavour to use firms having an agreement with the Teamsters Union where competitive.
  - (ii) Employees who are required to wear safety boots by WCB will receive up to one hundred dollars (\$100.00) per year for CSA approved foot wear, when receipts are provided. Employees will have to complete one (1) year of employment with the Company before entitlement to boot allowance. Employees will receive the one hundred dollars (\$100.00) on the anniversary date of one year from date of last purchase of their old boots.
  - (iii) Service advisors will receive from the Company three (3) pair of pants or skirts, five (5) shirts or blouses, and two (2) blazers every two (2) years.
  - (iv) Employees are not to take any Company coveralls or smocks outside of Company premises.
- (b) If the Employer requires or uses any outside service they shall endeavour wherever those companies are competitive, to use a company having an agreement with the Teamsters Union.

## **8. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for official Union notices and there shall be no interference by the Employer with notices if relative to Union business. If employees wish to post notices not related to Union business, prior approval must be obtained from the Employer. The Employer shall be

responsible for posting an up-to-date seniority list.

## **9. CONFLICTING AGREEMENT**

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable Section of this Agreement.

This clause does not preclude the Employer from introducing incentive or bonus programs from time to time provided the Union is informed. Notice given to the Stewards regarding any bonus will be regarded as notice to the Union.

## **10. PROTECTION OF RIGHTS**

- (a) The Employer shall not require any Union member to cross a legal picket line or to accept any products, goods or services from any person or employees of any person with whom a union has a legal picket or placard line around or against, to pick up or deliver any products or goods to any persons or employees of any person with whom a union has a legal picket or placard line around or against. If the products or goods are in the possession of the Employer, the employees will not refuse to handle or service such products or goods provided that there is no legal picket line around it.
- (b) All Union dues and Health and Welfare contributions are to be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

## **11. 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 another company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (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 the transaction, not including financial details.

## 12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The steps of Grievance Procedure shall be as follows:

**STEP I** The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up the Employer's grievance with the employee concerned who shall have the right to have the Shop Steward present.

**STEP II** Should a solution not to be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving Party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

**STEP III** The Party desiring Arbitration shall appoint a member for the Board and shall notify the other Party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter appoint a member for the Board and notify the other Party of its appointment.

Failure to appoint their nominee, by either Party, the other Party who has appointed its nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

**STEP IV** The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable to do so, it may order the Employer to pay less than the full amount of wages and benefits lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of the Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided herein. The Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final binding award.

The Board of Arbitration or Sole Arbitrator shall have the jurisdiction to deal with matters arising from disputes under the Welfare Plan or Article 24(b) herein.

Each of the Parties hereto will bear the expenses of their nominees and the Parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board, unless such additional reasons set forth in writing are valid and the Employer can provide bona fide explanations as to why such reasons were not included.
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.

- (g) If any adverse statements which constitute discipline are to be put into any employee's personnel file, a copy of same will be given to the employee with a copy sent to the Union so the matter can be grieved if necessary. Such adverse statements will not be used as evidence in the event of an Arbitration hearing involving the discipline or discharge of an employee after twelve (12) months of the date of occurrence.
- (h) Employees are required once a year to do a self performance evaluation with the Company. This will not be used for any discipline for any purpose.

**13. JOB POSTING, ETC.**

- (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. Employees desiring such job shall then apply, in writing, within three (3) working days of such posting, excluding weekends. When an employee is on any vacation or leave of absence, the Company with a Steward present will make contact with that employee to advise him of the posting. The employee from the day of contact will have three (3) days to respond. The senior employee applying who has the ability and qualifications to do the job shall receive such job.  
It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to fifteen (15) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the Parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the Parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the Parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

**14. TECHNOLOGICAL CHANGE AND RETRAINING**

- (a) 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.
- (b) In the event the Employer introduces a technological change which requires

retraining, the Employer agrees to give the first opportunity to employees then on the Payroll through the Job Posting procedure of this Agreement for retraining provided the applicant qualifies with the requirements for such training.

- (c) 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.

**15. SEVERANCE PAY**

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or the closure of the whole or any part of the operation or loss of business, 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 his normal weekly wages or the average weekly wages within the last eight (8) weeks in which he earns 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.
- (b) The above provisions under this Article shall not apply when an employee resigns, retires or is discharged for just cause.
- (c) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

**16. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid on alternate Thursdays all wages earned by such employees to a day no more than seven (7) days prior to the day of payment.
- (b) 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 every other month to those employees requesting same.
- (c) Where there is an error on a pay cheque, this shall be corrected and any monies owing be paid out not later than two (2) working days from the date the Employer's payroll official is notified of the error.
- (d) Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.
- (e) The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

**17. ANNUAL VACATION**

- (a) No later than February 1st of each year, the Employer shall post a vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his vacation on such list at a time same is desired.

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.

Vacation will be restricted to two (2) consecutive weeks at any one time within the May 15th through September 1st 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.

The maximum number of employees taking vacation at any one time shall be limited to two (2) in any one particular department and two (2) within any one job classification or shift in the Body Shop, Parts Department and Service Department excluding the Technicians.

The maximum number of Technicians on vacation at any one time shall be limited to three (3) providing that there is at least one person from a skill group that will remain on to cover.

The Employer will provide to all employees in January of each year a full statement of what pay is owing to them.

- (b) January 1<sup>st</sup> shall be used to calculate an employee's vacation entitlement and payment. In an employee's first year, he shall receive the proportional calculated percentage and time to January 1<sup>st</sup> in the following year.
- (c) Employees who complete one (1) year and up to two (2) years as an employee shall receive two (2) weeks vacation each year with four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation.
- (d) Employees who have completed two (2) years and up to eight (8) years as an employee shall receive three (3) weeks' vacation each year with six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation.
- (e) Employees who have completed eight (8) years and up to nineteen (19) years as an employee shall receive four (4) weeks vacation each year with eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation.
- (f) Employees who have completed nineteen (19) or more years as an employee shall receive five (5) weeks vacation each year with ten percent (10%) of their annual gross earnings for the year for which they are receiving their vacation.
- (g) Absence 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.
- (h) In the event that an employee leaves the employ of the Employer before he is entitled to the two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (i) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, how the vacation pay was calculated (i.e. on a percentage basis), and also a cheque for the appropriate vacation pay the employee is entitled to.

All employees shall be paid all unused vacation monies owing to them by the first pay period in January of each year.

- (j) During the vacation period there will be alternate Shop Stewards when there are no Shop Stewards available.

**18. GENERAL HOLIDAYS**

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8), ten (10) and twelve (12) hours at their applicable rate at the time of taking such Holiday, plus any shift premiums they would normally be entitled to:

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

Service writers to be paid the eight (8), ten (10) and twelve (12) hours pay for the general holiday.

- (b) 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 (a) above.
- (c) 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 double their hourly rate for all hours worked during that shift.
- (d) 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.
- (e) An employee shall be paid for each General Holiday even if it falls on his weekly days off, annual vacation, Jury Duty, Bereavement Leave, Compensation sick leave, or any other authorized leave of absence provided he has earned wages from the Employer during the ninety (90) calendar days immediately preceding the holiday, or in the case of layoff, thirty (30) days immediately preceding the holiday. The employee shall be given a day off with pay in such circumstances or an extra day's pay as per mutual agreement.

**19. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits, the Employer may withhold payment for five (5) calendar days.

- (b) 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.

**20. SENIORITY**

- (a) 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.

- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) In case of lay-off and recall bargaining unit seniority shall prevail, except in the Mechanical Shop, where a Journeyman Technician will have seniority over a Lubeman or Goodwrench Technician.

All employees to be retained or recalled by reason of seniority and are qualified and capable of immediately performing the work available.

In regards to the Lube Man or Goodwrench Technician the above would only apply on a short term lay-off which would be up to five (5) days a month, otherwise the normal lay-off and recall rights will be by seniority.

- (d) Seniority and employment shall be lost if an employee:
  - (i) Voluntarily leaves the employ of the Employer, or
  - (ii) Is discharged for cause, or
  - (iii) After a layoff, fails to report to work for three (3) working days after being recalled by telephone and hand-delivered or registered letter, or
  - (iv) If absent without leave for five (5) working days without legitimate reason, or
  - (v) Is on continuous layoff for six (6) months.
- (e) A Steward will be present when the Employer makes an attempt to call in an employee for work.

## **21. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Each employee shall be guaranteed the amount of hours normally worked on his shift (i.e. eight (8), ten (10) or twelve (12) each day), provided he commences work at the start of his shift.

The work week shall be between Monday to Friday or between Tuesday to Saturday inclusive.

- (b) Any time worked in excess of the guaranteed shift hours per day as referred to in 21 (a) above between Monday to Friday or between Tuesday to Saturday inclusive shall be paid at one and one-half (1½) for the first two (2) hours and double time (2x) thereafter.
- (c) All time worked on the sixth (6<sup>th</sup>) day shall be paid at the rate of time and one-half (1½) and all time worked on the seventh (7<sup>th</sup>) day shall be paid at the rate of double time (2x) with a minimum of four (4) hours guaranteed. When the employee works three (3) twelve (12) hour shifts, the fourth (4<sup>th</sup>) day will be at time and one-half (1½)

and the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day will be double time. When the employees work the four (4) ten (10) hour shifts, the fifth (5<sup>th</sup>) day will be at time and one-half (1½) and the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day will be at double (2) time.

- (d) Any employee called back to work after his scheduled shift has been completed and he has left the premises shall be paid a minimum of three (3) hours pay at the applicable overtime rates.
- (e) All daily shifts shall be scheduled in advance and a schedule 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.
- (f) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally as far as possible amongst those employees concerned who normally perform such work.
- (g) If a second shift is employed, the hours of work shall be seven and one-half (7½) hours per shift, for which eight (8) hours will be paid. Such shift shall end on or before 12:30 a.m.
- (h) If a third or graveyard shift is employed, the hours of work shall be seven (7) hours per shift for which (8) hours will be paid. Such shift hours shall end on or before 8:00 a.m.
- (i) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable.
- (j) 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.
- (k) Part-time Lot Person will only be able to work on nights, weekends and General Holidays.

## **22. LUNCH AND REST PERIODS**

- (a) No employee shall be worked longer than four (4) hours without an uninterrupted half (½) hour off during the regular daily shift, exclusive of rest breaks.
- (b) All employees shall receive an uninterrupted paid twelve (12) minute break in each half of his daily shift. The time for said breaks is to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1½) hours from the commencement of each half of an employee's work shift. If overtime of three (3) hours or less is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

Coffee breaks will not be paid in addition to flat rate production over 100%.

- (c) When an employee is scheduled to work over three (3) hours of overtime immediately following his regular shift, the employee shall receive a break of thirty (30) minutes within that time, with pay.

### **23. COMPENSATION COVERAGE**

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

### **24. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the applicability of such Article or Sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate discussion upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **25. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall have access to the Employer's establishment during working hours, however he shall inform the Employer of the area in which he wishes to have access and permission shall not unreasonably be withheld by the Employer.

### **26. SANITARY FACILITIES, ETC.**

- (a) The Employer agrees to maintain clean, sanitary warehouses, having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet

facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

- (b) Clothes closets or lockers of a suitable size for the protection of shop-floor employees' clothes and personal belongings shall also be provided.
- (c) The warehouse and office shall be adequately heated and ventilated.

## **27. SAFETY AND HEALTH**

- (a) 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.
- (b) Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall immediately notify Management 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 Workers' Compensation Act regulations.

- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor, permission to do so will be granted. Employees will be paid only for hours worked for that day.
- (d) There shall be an employee in the bargaining unit 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 II - \$0.50 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 his 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.

- (e) There shall be a Safety Committee which shall have one (1) employee from each Department. They will meet on a monthly basis and will send all correspondence to WCB.
- (f) The cost of all safety equipment required by Workers' Compensation Board will be paid by the Employer (i.e. hearing protection, and safety eyeglasses).

## **28. BONDING**

If the Employer requires employees to be bonded, the Employer shall pay the cost of such bonding. A copy of the bond form will be supplied to the Union.

## **29. MANAGEMENT**

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operation, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, 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.

Provided, however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

### **30. HEALTH AND WELFARE PLAN**

- (a) The Employer agrees to continue paying the same premiums to obtain the benefit coverage in effect for regular employees immediately prior to the signing of this Agreement. These benefits are outlined in "Your Group Benefits" Booklet and they include:

1. Group Life Insurance
2. Accidental Death and Dismemberment Insurance
3. Weekly Indemnity
4. Dependent Life Insurance
5. Long Term Disability
6. Extended Health Benefits and
7. Dental Care

In addition to the above, the Employer also agrees to continue paying the same premiums to obtain the benefits coverage in effect for regular employees under the Medical Services Plan of British Columbia.

- (b) The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, as applicable, to the insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.
- (c) The selection of the insurance carrier for any benefits is in the sole discretion of the Employer, provided the benefits are comparable.
- (d) The Employer shall pay 50% and the employee 50% of the premium cost of the above Plans. The Company shall add vision care for each employee in the sum of two hundred (\$200.00) dollars each twenty-four (24) month period.
- (e) Employees off work for any reason including illness, injury, leave of absence or layoff shall have coverage under the Health and Welfare provisions listed under (a) above for three (3) months following the month in which the employee is off work. If the absence continues beyond this period, the employee shall advise the Employer if he wishes to remain on these Benefits coverage and make arrangements with the Employer for the total premiums to be paid for by the employee.

Upon return to work after an extended absence as detailed above, the Benefits coverage listed under (a) above shall become effective on the first month following his return to work, subject to the terms and conditions governing the insurance

policies.

- (f) Leave of Absence due to illness or injury shall be subject to the following provisions:
  - (i) Sick leave shall be granted for an employee's personal use only.
  - (ii) Sick time is not to be used for any purpose other than for legitimate illness.
  - (iii) All absence due to illness of a duration more than three (3) consecutive scheduled work days shall require a Doctor's certificate to be produced to the Employer.
- (g) The Employer shall pay, on an accepted Weekly Indemnity claim for illness, the 1<sup>st</sup> through 3<sup>rd</sup> day of the Elimination Period based on one-fifth (1/5<sup>th</sup>) of the Weekly Indemnity benefit.

### **31. PENSION PLAN**

- (a) The Employer agrees to continue to make available to all employees the "Employees' Pension Plan" subject to the condition of eligibility and other limitations expressed in the Master Contract of the Plan. An outline of the Plan is described in the "Employees' Pension Plan" Booklet updated in January 1986.

The Employer reserves the right to change the carrier and/or the Pension Plan provided that the present benefits under the Pension Plan are not reduced or decreased.

- (b) RRSP - CSI - The company will provide an RRSP determined by CSI by meeting twelve-month Zone Average of BC. Upon matching or exceeding this average, employees shall be entitled to one and one-half (1.5%) of gross provided they have at least one (1) year of service.

### **32. ARTICLE HEADINGS**

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

### **33. TRANSPORTATION**

No employees shall use his car on Employer business.

### **34. MEDICAL EXAMINATION**

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have

said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following shall apply:

If an employee takes a medical examination, he shall be paid for the time involved at his regular rate of pay at straight time.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
  - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
  - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
  - (vi) Should the consultant deem the employee incapable of carrying on his assigned duties, then the employee should go on Compensation or extended benefits under the Health and Welfare Plan, if applicable, or he shall be placed on layoff.
- (c) Where an employee who drives a motor vehicle in the course of this employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer, where same is not paid for by any part of the Welfare Plan, shall pay for such a medical examination.

### **35. TRUCK 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 where employees refuse to operate such equipment and reporting whatever service or maintenance that is needed to the Supervisor.

Drivers are responsible for operating trucks and equipment with due care and in a responsible manner. Drivers are also responsible for their cleanliness and for ensuring regular service and maintenance is performed on the vehicle.

- (c) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-laws.
- (d) If a driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages.

**36. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed, as evidenced by the employee's time card, from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an injury at work which prevents him from continuing to perform his duties, he shall be paid a full day's wage for the day of the accident. If he requires time off during regular working hours in regards to said injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8), ten (10) or twelve (12) hours of pay for that day.
- (d) When an employee is temporarily removed from his regular work, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.
- (e) All work involved in the taking of inventory shall be fifty percent (50%) (minimum), Parts employees within the Bargaining Unit first, after the remaining fifty percent (50%) from outside of Bargaining Unit.

**37. PAID ELECTION TIME OFF**

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

**38. GENDER**

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

**39. TOOL INSURANCE**

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

- (a) Maximum coverage - \$30,000.00 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.

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

#### **40. CONFLICT OF INTEREST**

- (a) Each employee, while on duty, shall devote the whole of his time, attention and energies to the performance of his duties, and shall not during the term of his employment at any time, alone, in partnership or in association, be connected with or concerned in any other business competitive with the Employer's business unless written authorization is first obtained from the Employer.
- (b) It is a conflict of interest to participate in any work related activity outside of the Company that is of a nature same as that of the Company, either directly or indirectly related which may be harmful or detrimental to the best interest of the Company.
- (c) It is important not only to avoid any actual conflict of interest, but also to avoid a situation where there is an appearance of conflict of interest.
- (d) It is the responsibility of the employee to preserve the Company's assets including, its property, plants and equipment. No employee shall make improper use of Company resources or permit others to do so. The use of Company materials, equipment or information for non-Company purposes is permitted only with authorization from a person in a position to give such authorization.
- (e) Each employee is in a position of trust regarding the Company and its assets, including Company information. Therefore employees must avoid situations where personal interests or activities could conflict or appear to conflict with that of the Company.
- (f) If an employee is involved in any such activities that could result in a conflict of interest in these such circumstances employees must divest themselves of said activities or resign from the Company.
- (g) All existing employees and new employees will have to sign the Letter of Conflict of Interest.

#### **41. SKILL AND PROFICIENCY**

It is to the mutual benefits of both the Employer and employees that employees attend the appropriate courses and training sessions recommended by the Employer. Once scheduled to a specific course or session, the employee is required to maintain full attendance except under extraneous circumstances, and satisfactorily complete the requirements of the course.

The Employer will pay the full cost to enroll the employees in all applicable Manufacturer's Training and Technician Guilds and CPT Training Program. The employees will not be subject to any disciplinary actions as a result from these courses.

Should the course be deemed to be mutually beneficial and the training be within the budget of the Company, the Employer will reimburse the employee four (4) months after successful completion.

#### **42. LOSS OF BENEFITS**

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement shall suffer reduction of wages or increase in hours worked per week because of the adoption of this Agreement.

#### **43. MINIMUM STANDARDS**

- (a) It is intended that the provisions contained in the Employment Standards Act and Regulation (Act) presently in effect and from time to time amended are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Act, such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, then the provision contained in the Act shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.
- (d) In the event a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.



**APPENDIX "A" - RATES PER HOUR**  
(Except otherwise specified)

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE SEPT 1/04</b>	<b>EFFECTIVE SEPT 1/05</b>	<b>EFFECTIVE SEPT 1/06</b>
<b>BODY SHOP</b>			
Bodyman	\$25.70	\$26.22	\$26.87
Painter/Prepman	\$25.70	\$26.22	\$26.87
Body Shop Clert	\$16.75	\$17.08	\$17.51
Prepman	65% of Painter/Prepman Rate		
Detailer and Accessory	\$12.92	\$13.17	\$13.50
<b>PARTS</b>			
Driver	\$13.36	\$13.57	\$13.91
Shipper/Receiver	\$17.49	\$17.84	\$18.29
Apprentice Partsperson	(SEE NOTE 3)		
Partsperson	\$25.28	\$25.78	\$26.43
<b>SERVICE</b>			
Working Foreman	\$29.34	\$29.93	\$30.67
Journeyman Technician	\$28.18	\$28.75	\$29.46
Apprentice Technician	(SEE NOTE 1)		
Trim/Glass	\$22.97	\$23.43	\$24.02
Service Clerk	\$19.00	\$19.38	\$19.86
Service and Bodyshop Cashier/Receptionist	\$10.00	\$10.20	\$10.45
Lubeman and Goodwrench Technician (include Goodwrench Program)	\$14.59	\$14.88	\$15.25
Service Advisor	Guaranteed \$1,300.00 per month and 2% of customer parts and labour/sales.		

	Senior Service Advisors will receive an annual guarantee of \$39,000.00 to be adjusted semi-annually.		
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**APPENDIX "A" CONTINUED - RATES PER HOUR**  
(Except otherwise specified)

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE SEPT 1/04</b>	<b>EFFECTIVE SEPT 1/05</b>	<b>EFFECTIVE SEPT 1/06</b>
Junior Service Advisor	(SEE NOTE 4)		
<b>OTHER</b>			
General Labour (all non-mechanical Service, Parts and Body Shop duties not covered under existing classifications as directed by Management)	\$ 8.75	\$ 8.93	\$ 9.15
Part-time Lot Person	\$ 8.75	\$ 8.93	\$ 9.15
Gillian Burns	\$15.08	\$15.38	\$15.76

**NOTE (1)** Apprentice Technician: Each of the following incremental levels shall represent a six (6) month period provided the apprentice has reached an acceptable level of competence as determined by the Service Manager and the Foreman.

<b>LEVEL ATTAINED</b>	<b>% OF JOURNEYMAN TECHNICIAN RATE</b>
1 <sup>st</sup> level	50%
2 <sup>nd</sup> level	55%
3 <sup>rd</sup> level	60%
4 <sup>th</sup> level	65%
5 <sup>th</sup> level	70%
6 <sup>th</sup> level	75%
7 <sup>th</sup> level	80%
8 <sup>th</sup> level	90%

**NOTE (2)** The Journeyman Technician will have a variable pay scale as follows:

All productive hours 76 hours to 82 hours will be paid at the base rate plus one dollar (\$1.00) for all hours.

All productive hours above 82 hours will be paid at the base rate plus one dollar and seventy-six cents (\$1.76) for all hours.

Included in productive time is authorized time away from normal job duties. Coffee breaks will be paid at the base rate up to the guarantee.

If less than 80 hours is worked in a pay period, the required number of hours necessary to obtain the higher wage rates shall be reduced accordingly.

**NOTE (3)** "Apprentice Partsperson": each of the following incremental levels shall represent a six (6) month period provided the apprentice has reached an acceptable level of competence as determined by the Ministry of Labour Apprenticeship Training Program and the Parts Manager.

<b>LEVEL ATTAINED</b>	<b>% OF PARTSPERSON RATE</b>
1 <sup>st</sup> level	50%
2 <sup>nd</sup> level	55%
3 <sup>rd</sup> level	65%
4 <sup>th</sup> level	70%
5 <sup>th</sup> level	80%
6 <sup>th</sup> level	90%

**NOTE (4) JUNIOR SERVICE ADVISOR PROGRAM**

A program will exist for an entry level Service Advisor. Applicants shall be subject to a sixty (60) day probationary period at 65% of Service Advisor rate. Following the sixty (60) day period and up to the first anniversary of the employee, they shall be paid at the rate of 75% of the Service Advisor rate. The full rate will apply thereafter.

Performance reviews will be conducted on a quarterly basis, with specific goals established.

Apprentice Service Advisors level increases as follows:

1 <sup>st</sup> level	-	\$13.50
2 <sup>nd</sup> level	-	\$15.00
3 <sup>rd</sup> level	-	\$16.50

4 <sup>th</sup> level	-	\$18.00
5 <sup>th</sup> level	-	\$19.50
6 <sup>th</sup> level	-	\$21.00
7 <sup>th</sup> level	-	\$24.00

Each level represents a six (6) month period.

The parties agree the Service Advisor Apprenticeship shall be reviewed during each step of the program; goals shall be established and performance monitored. The purpose of this review is to identify those areas requiring attention for continued growth in the program. A shop steward shall be included in the review process.

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN:**        **WHEATON PACIFIC PONTIAC BUICK GMC LTD.,**  
1090 Lougheed Highway,  
Coquitlam, B.C. V3K 6G9

(hereinafter referred to as the "Employer")

**AND:**            **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the City  
of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

The Parties hereto AGREE to the following terms and conditions:

It is agreed between the Parties that the Employer may hire students on a temporary basis to perform any job in the bargaining unit as part of their internship, requirements under their academic programs and/or for the sake of gaining practical job experience, provided it does not result in any reduction of work for regular employees or interfere with the normal hiring practices. They will not be part of the bargaining unit or required to become Union members.

DATED AT Vancouver, British Columbia this        day of        , 2004.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**           **WHEATON PACIFIC PONTIAC BUICK GMC LTD.,**  
1090 Lougheed Highway  
Coquitlam, B. C. V3K 6G9

(hereinafter referred to as the "Employer")

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the City  
of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

**SERVICE CLERK**

Dispatch work to service employees  
Control time records  
Provide management with productivity records  
Track Backorder parts and assign repairs as parts become available  
Maintain filing of all product service information  
Administer and maintain accurate comeback tracking system  
DCS training guild information  
Maintain work in process reporting  
Close repair orders  
Maintain and update computer dispatch functions  
Other duties as directed from time to time by management  
Close repair orders  
Prepare rejected warranty claims as required and directed by management  
Prepare and submit non GM warranty claims as directed by management  
Close Body Shop repair orders as required and submit claims to Insurance Companies for payment  
DCS and reconciliation of warranty claims  
(note, this function will cease due to changes Nov. 1/94)  
Maintain filing system as directed by management  
Other duties as directed from time to time by management

Effective on and from September 1, 2004, inclusive, the hourly wage rate for Part-Time Service Clerk will be nine dollars (\$9.00) per hour but this job classification and hourly wage rate shall not be subject to any additional negotiated wage increase until 2005.



**LETTER OF UNDERSTANDING NO. 6 FOR FRED WONG**

**BETWEEN:**           **WHEATON PACIFIC PONTIAC BUICK GMC LTD.,**  
1090 Lougheed Highway,  
Coquitlam, B.C. V3K 6G9

(hereinafter referred to as the "Employer")

**AND:**               **TEAMSTER LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province of  
British Columbia;

(hereinafter referred to as the "Union")

- 1) The following bonus plan will be in effect for Fred Wong in his position of Service Clerk:

Our average customer pay labour monthly gross for the year is 67.8%

1)	Reach 68.1%	earn \$	100.00
2)	Reach 68.4%	earn \$	200.00
3)	Reach 68.7%	earn \$	300.00
4)	Reach 70.0%	earn \$	400.00
5)	Reach 70.3%	earn \$	500.00
6)	Reach 71.0%	earn \$	1,000.00

- 2) The bonus plan for Fed Wong as set forth in Paragraph (1) above shall only apply while he remains in the employ of the Employer and in the Position of Service Clerk; otherwise the provisions of this Letter of Understanding No. 6 shall be null and void.
- 3) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- 4) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Vancouver, British Columbia, this            day            of  
2004.

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Stuart Neal  
General Manager

**FOR THE EMPLOYER**

Walter Canta  
Business  
Representative  
**FOR THE UNION**



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## LETTER OF UNDERSTANDING NO. 8

**BETWEEN:**           **WHEATON PACIFIC PONTIAC BUICK GMC LTD.,**  
1090 Lougheed Highway,  
Coquitlam, B.C. V3K 6G9

(hereinafter referred to as the "Employer")

**AND:**               **TEAMSTER LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province of  
British Columbia;

(hereinafter referred to as the "Union")

### RE: MOULDED EAR PLUGS

With respect to the above cited subject matter, the Employer and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) Employees employed in the job classifications of Bodyman and Journeyman Technician shall be entitled to reimbursement for purchase of moulded ear plugs, subject to the following terms and conditions.
- (2) Employees must have been employed in the job classification for Bodyman or Journeyman Technician for three hundred sixty-five calendar days to be eligible for any payment under this Letter of Understanding No. 8.
- (3) Commencing upon expiration of the "waiting period" described in Paragraph (2) above, in each five (5) consecutive year period thereafter an employee in the job classification of Bodyman or Journeyman Technician shall be entitled to reimbursement by the Employer of up to forty dollars (\$40.00) for the purchase of moulded ear plugs, based on submission of appropriate receipts.
- (4) Unused allowance as described in Paragraph (3) above shall not be cumulative or carried forward from one five (5) consecutive year period to any subsequent five (5) consecutive year period.
- (5) This Letter of Understanding may be changed at any time by the written mutual

agreement of the Employer and the Union.

