

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BARNES-WHEATON PONTIAC BUICK GMC (SURREY)**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**April 29, 2005 - April 28, 2008**

**Don McGill  
Secretary-Treasurer**

**TABLE OF CONTENTS**  
**BARNES-WHEATON PONTIAC BUICK GMC (SURREY)**

<b>ARTICLE</b>	<b>PAGE No.</b>
ARTICLE 1 - PURPOSE.....	<a href="#">1</a>
ARTICLE 2 - SCOPE AND UNION RECOGNITION .....	<a href="#">1</a>
ARTICLE 3 - UNION MEMBERSHIP .....	<a href="#">2</a>
ARTICLE 4 - UNION DUES .....	<a href="#">2</a>
ARTICLE 5 - UNION REPRESENTATION.....	<a href="#">3</a>
ARTICLE 6 - BARGAINING UNIT WORK CONSIDERATIONS.....	<a href="#">5</a>
ARTICLE 7 - MANAGEMENT RIGHTS .....	<a href="#">5</a>
ARTICLE 8 - SENIORITY .....	<a href="#">6</a>
ARTICLE 9 - EMPLOYMENT STATUS .....	<a href="#">8</a>
ARTICLE 10 - VACANCIES AND PROMOTIONS .....	<a href="#">9</a>
ARTICLE 11 - LAYOFF AND RECALL.....	<a href="#">10</a>
ARTICLE 12 - GRIEVANCE PROCEDURE.....	<a href="#">11</a>
ARTICLE 13 - ARBITRATION .....	<a href="#">12</a>
ARTICLE 14 - DISCIPLINE AND DISMISSAL.....	<a href="#">13</a>
ARTICLE 15 - PERSONNEL FILES.....	<a href="#">13</a>
ARTICLE 16 - HOURS OF WORK.....	<a href="#">14</a>
ARTICLE 17 - OVERTIME.....	<a href="#">18</a>
ARTICLE 18 -STATUTORY HOLIDAYS .....	<a href="#">19</a>
ARTICLE 19 - ANNUAL VACATIONS .....	<a href="#">19</a>
ARTICLE 20 - LEAVES OF ABSENCE.....	<a href="#">22</a>
ARTICLE 21 - CLASSIFICATIONS AND RATES OF PAY .....	<a href="#">23</a>
ARTICLE 22 - ADDITIONAL PAYMENT CONSIDERATIONS.....	<a href="#">25</a>

ARTICLE 23 - NO PERSONAL HARASSMENT .....[27](#)

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY .....[27](#)

ARTICLE 25 - HEALTH AND WELFARE .....[29](#)

ARTICLE 26 - RETIREMENT .....[32](#)

ARTICLE 27 - NO STRIKES OR LOCKOUTS.....[32](#)

ARTICLE 28 - ADJUSTMENT PLAN.....[32](#)

ARTICLE 29 - SEVERANCE PAY .....[33](#)

ARTICLE 30 - GENERAL CONDITIONS .....[34](#)

ARTICLE 31 - DURATION .....[36](#)

APPENDIX “A” .....[37](#)

LETTER OF UNDERSTANDING No. 1.....[46](#)

LETTER OF UNDERSTANDING No. 2.....[47](#)

LETTER OF UNDERSTANDING No. 3.....[48](#)



**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**BETWEEN: BARNES-WHEATON PONTIAC BUICK GMC (SURREY)**

6280120th Street  
Surrey, BC V3X 1Y7

(hereinafter referred to as the “Employer”)

**PARTY OF THE FIRST PART**

**AND: TEAMSTERS LOCAL UNION No. 213**

490 East Broadway  
Vancouver, BC V5T 1X3

(hereinafter referred to as the “Union”)

**PARTY OF THE SECOND PART**

**ARTICLE 1 - PURPOSE**

1.11\_ The Employer and the Union desire to promote harmonious relations between the Employer, the Union and the employees of the Employer covered by this Agreement. Both parties agree that their mutual interest lies in friendly co-operation to promote the welfare of both the Employer and the employees. Consistent with this, the parties agree to the best of their ability to provide for a competitive and profitable company by meeting or exceeding the quality of product and service expectations of its customers.

1.2 In addition, this agreement: sets forth all agreements between the Employer and the Union regarding rates of pay, hours of work and other conditions of employment; and provides an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by this Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.

**ARTICLE 2 - SCOPE AND UNION RECOGNITION**

**2.1 Scope**

This Agreement applies to all employees of the Employer included in the bargaining unit for which the Union is certified under the Labour Relations Code of British Columbia, or any successor legislation.

**2.2 Recognition**

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

### 2.3 **Definition**

In this Agreement, "employee" means an employee in the bargaining unit.

## **ARTICLE 3 - UNION MEMBERSHIP**

### 3.1 **Union Membership**

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.

### 3.2 **Administrative Provision**

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.

## **ARTICLE 4 - UNION DUES**

### 4.1 **Amount Of Dues And Initiation Fees**

Each month the Union shall mail to the Employer a checkoff form, setting out the name of each employee in the Union and the amounts of dues, etc. owed. The Employer shall delete any names of employees who have terminated and add the names of any new employees.

### 4.2 **Mandatory Authorization For Initiation Fees And Dues Deduction**

All employees shall be required to sign authorization for checkoff of Union monthly dues and initiation fees which may be levied by the Union in accordance with the Constitution and/or By-Laws.

### 4.3 **Initiation Fees And Dues Deduction By Employer**

The Employer shall deduct and pay over to the Secretary of the Union any monthly dues and initiation fees levied in accordance with the Union's By-Laws, owing by employees hereunder to 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.

### 4.4 **Union Right To Verify Authorized Deductions**

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.

#### 4.5 **Employer Liability**

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.

### **ARTICLE 5 - UNION REPRESENTATION**

#### 5.1 **Recognition of Shop Stewards**

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 (1) in the Parts Department, one (1) in the Body Shop and two (2) in the Service Department. However, the Union may appoint alternate Stewards to act on behalf of Stewards in their absence.

#### 5.2 **Qualifications For Shop Stewards**

Each Shop Steward shall be an employee who has completed the probationary period as prescribed by Article 9.

#### 5.3 **Limitations On Authority Of Shop Stewards**

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 Employer unless otherwise stipulated in this Agreement.

#### 5.4 **Notification**

The Union will advise the Employer of the identity of all Shop Stewards.

#### 5.5 **Grievance Administration By Shop Stewards**

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.

#### 5.6 **Contact By External Union Representatives**

An authorized representative of the Union shall have the right to contact employees at the workplace to discuss matters respecting this Agreement or its administration. The Union shall obtain authorization from the Employer as to the appropriate time for such contact before meeting or contacting the employee(s). Such authorization shall not be unreasonably withheld. The Union will attempt to limit all such contacts to non-working hours.

## 5.7 **Bulletin Board**

The Employer shall make a bulletin board available in the “Mechanics’ Lunchroom” for the posting of Union documentation. No such documentation shall contain any content that is immoral, illegal or discriminatory in nature.

## 5.8 **Conflicting Agreement**

- (1) 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.
- (2) This Clause 5.8 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. All notices to Stewards are to be in writing.

## 5.9 **Joint Liaison Committee**

### (a) **Establishment Of Joint Liaison Committee**

The Employer and the Union hereby agree to establish a Joint Liaison Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives subject to its sole discretion. The Union specifically agrees that its representatives must be employees in the bargaining unit. The Employer agrees that these two (2) representatives of the Union may be assisted at any meeting of the Joint Liaison Committee by a full-time Union representative from outside of the bargaining unit, the latter of whom shall have voice but no vote recognition.

### (b) **Responsibilities Of The Committee**

1. The Committee shall be empowered to discuss and make non-binding recommendations on matters referred to it by mutual agreement of the Parties.
2. Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter.

### (c) **Committee Meetings**

1. The Committee shall meet as necessary but not more than once every two (2) calendar months in each calendar year except that additional meetings can be convened by mutual agreement between the Employer and the Union.
2. The Parties agree that all such meetings must be scheduled in a manner to minimize disruption of the Employer’s operations. The Parties further agree that to meet this objective it may be necessary to schedule meetings of the

Committee outside the normal working hours of one (1) or more representatives on the Committee.

3. The chairperson of any Committee meeting convened under this Article shall alternate between a Union and an Employer representative. The chairperson shall have the right to vote on all matters before the Committee.

**(d) Time Off Work For Committee Meetings**

Subject to the operational requirements of the Employer and the provisions of Clause 5.10(c) 2. above, the Union's representatives on the Joint Liaison Committee shall be granted paid time off work by the Employer to attend meetings of the Committee and this time shall be deemed to be time worked. The Employer shall not be obliged to pay any overtime or any other premium, penalty or additional pay for these purposes.

**ARTICLE 6 - BARGAINING UNIT WORK CONSIDERATIONS**

**6.1 Contracting Out**

No work shall be transferred, subcontracted or contracted out that has not been transferred, subcontracted or contracted 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.

**6.2 Performance Of Bargaining Unit Work By Management And Other Excluded Personnel In The Employ Of The Employer**

All bargaining unit work shall be performed only by bargaining unit employees, except in the case of training. 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 become available while Management and Office Personnel are assisting such assistance shall cease promptly and the task completed by bargaining unit personnel.

**ARTICLE 7 - MANAGEMENT RIGHTS**

**7.1 Rights Reserved**

The Union recognizes and agrees that except as expressly abridged, restricted, granted or modified by this Agreement, all of the rights, powers and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

**7.2 Management Rights**

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) hire, direct and assign work to employees;
- (b) promote, demote, transfer, lay off, recall or retire employees;
- (c) suspend, discipline and discharge employees for just and reasonable cause;
- (d) evaluate job performance;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training and qualifications required to perform the work;
- (g) establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
- (h) maintain order, discipline and efficiency; and
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

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.

## **ARTICLE 8 - SENIORITY**

### **8.1 Definition**

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

### **8.2 Leaving The Bargaining Unit**

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

### **8.3 Leaves Of Absence**

During authorized leave of absence, an employee shall maintain and accumulate seniority.

### **8.4 Probationers**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

### **8.5 Seniority List**

The Employer shall provide the Union with a current seniority list at least once every six (6) months.

### **8.6 Loss Of Seniority**

Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause;
- (c) is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off and not recalled to work prior to expiration of the applicable recall period;
- (d) After layoff, fails to report to work for three (3) working days after being recalled by telephone and hand-delivered or registered letter, or
- (e) If absent without leave for five (5) working days without legitimate reason, or is on continuous layoff for six (6) months.
- (f) works for another employer without the Employer's written approval, except while on layoff or, for part-time regular employees, where the employee is not scheduled to work;
- (g) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (h) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

A steward will be present when the Employer makes an attempt to call in an employee for work.

#### **8.7 Limitations On Apprentice Seniority Entitlements**

- (a) The selection of any person for any apprenticeship program under this Agreement shall be subject to the sole discretion of the Employer and shall not be subject to grievance by either the Union or any employee in the bargaining unit.
- (b) Apprentices who achieve their journeyman rating are not assured a journeyman position with the Employer.
- (c) The Employer will make a determination, within thirty (30) calendar days or receiving notification that the employee has achieved his or her journeyman rating, that the individual will continue his or her employment with the Employer as a journeyman. This decision by the Employer shall be subject to the sole discretion of the Employer and shall not be subject to grievance by either the Union or any employee in the bargaining unit.
- (d) In the case where continued employment is not to occur, then the Employer will provide the employee with severance pay in accordance with Article 29.
- (e) A Journeyman in any classification recognized by this Agreement shall at all times have a superior entitlement to the job, work and continuing employment relative to any Apprentice whether engaged in that trade or any other trade under this Agreement, regardless of seniority or any other consideration.

### **ARTICLE 9 - EMPLOYMENT STATUS**

### 9.1 **Probationary Period**

Each employee shall serve a probationary period of ninety (90) working days, commencing with his or her date of hire. If the Employer, in its sole discretion, decides that the employee is unsuitable for continued employment, that his or her performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his or her duties, the Employer may terminate the employee's employment at any time during the probationary period. This probationary period may be extended with agreement by the Union. Such agreement will not be unreasonably withheld.

Extension of the probation period will also extend the length of step on scale rate of pay as set out in Appendix A.

### 9.2 **Part-Time Regular Employees**

Part-time regular employees are regularly scheduled employees who generally work less than twenty-four (24) hours per week on a continuing basis.

### 9.3 **Temporary Employees**

Temporary employees are persons who are called into work by the Employer from time to time, and may or may not have regularly scheduled hours. Temporary employees are not obligated to work when requested, and they are not covered by this Agreement. Such temporary employment opportunities shall first be offered to regular employees who are on layoff, providing they possess the current qualifications and abilities to perform the available work.

### 9.4 **Engagement of Students**

It is agreed between the parties that the Employer may hire or engage 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.

9.5 All other employees are considered to be regular, full-time employees.

### 9.6 **Restriction**

No temporary employees will be hired while a regular employee with recall rights, and who possesses the current qualifications and abilities to perform the available work, is on layoff.

### 9.7 **Criteria**

For the purposes of this Article, "qualifications" and "abilities" shall be evaluated and

applied in accordance with the criteria set out in Clause 10.2 of this Agreement.

## **ARTICLE 10 - VACANCIES AND PROMOTIONS**

### **10.1 Vacancies**

- (a) Subject to the Employer's needs, vacancies in existing or new classifications for regular employment shall be posted in a conspicuous location for five (5) consecutive calendar days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the fifth (5th) calendar day after the initial posting, on forms supplied by the Employer. If in the Employer's view there are no suitable applications received by the end of the fifth (5th) calendar day after the initial posting, the Employer may fill the vacancy as it sees fit.
- (b) 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 him of the posting. The employee from the day of the contact will have three (3) days to respond.
- (c) It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- (d) Vacancies filled by recall pursuant to the applicable provisions of Article 11 (Layoff And Recall) of this Agreement shall not require any job posting by the Employer.

### **10.2 Criteria**

- (a) Job awards for promotions or posted vacancies shall be made by the Employer on the following basis: qualifications, abilities and seniority as defined in Article 8 (in that order). If in the Employer's view the qualifications and abilities of two (2) or more candidates are equal, then the employee with the greatest seniority shall be awarded the job.
- (b) For the purposes of this Clause 10.2, to be deemed to have the requisite "qualifications" an applicant must currently possess all of the approved certifications and/or other recognized qualifications for the full scope of work required by the Employer.
- (c) For the purposes of this Clause 10.2, to be deemed to have the requisite "abilities" an applicant must have the present and previously-demonstrated capacity to complete the full scope of work required by the Employer within acceptable time or other standards as adopted by the Employer and with minimal error.

### **10.3 Trial Period**

Employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of sixty (60) working days in the new position. If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that he or she cannot do the job, the employee shall be returned to his

or her former position or one of equal rank.

#### **10.4 Consideration To External Union Members**

The Employer shall notify the Union of any posted 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, any employment agencies (federal, provincial or private sector), advertisements, or elsewhere.

### **ARTICLE 11 - LAYOFF AND RECALL**

#### **11.1 Layoff and Recall**

In the case of Layoff and Recall, bargaining unit seniority shall prevail within each job classification as set out in Appendix A.

#### **11.2 Criteria Governing Layoff**

The following order shall apply for layoffs: temporary, part-time regular, and then full-time regular employees.

#### **11.3 Bumping Procedure**

##### **(a) "Bumping Rights" Defined**

An employee displaced from his or her job classification by the layoff procedure may displace or "bump" a regular employee with less seniority in a lower rated job classification and will maintain the lower rate of pay.

##### **(b) No "Bumping Up"**

The process of displacement and layoff shall not in any case result in any employee moving from a lower rated job classification to a higher rated job classification. That is, there shall be no "bumping up".

#### **11.4 Recall Period**

The recall period for regular employees shall be six (6) months from the date of last being laid off.

### **ARTICLE 12 - GRIEVANCE PROCEDURE**

#### **12.1 Definition**

"Grievance" means any difference or dispute concerning the interpretation, application,

operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

## 12.2 **Right To Grieve**

Any employee, the Union or the Employer may present a grievance, subject to the other provisions of this Article.

## 12.3 **Grievance Procedure**

The following grievance procedure shall apply:

### **Step 1**

Within ten (10) calendar days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with his or her immediate supervisor. This shall be done with or without a Shop Steward at the option of the employee.

### **Step 2**

If the matter is not resolved at Step 1, the employee or a Shop Steward shall present the grievance in writing to the General Manager, or delegate. The written grievance must be presented within fifteen (15) calendar days of the alleged violation. Within fifteen (15) calendar days following receipt of the written grievance, the General Manager, or delegate, shall provide the Union with a written reply, with a copy to any affected employee and each Shop Steward.

## 12.4 **Employer Grievances**

Grievances by the Employer shall be submitted in writing to a Union representative who is outside of the bargaining unit as designated by the Union.

## 12.5 **Referral To Arbitration**

If the grievance remains unresolved after the conclusion of Step 2, it may be referred to arbitration. Either party shall notify the other party in writing within thirty (30) calendar days of the conclusion of Step 2 of its desire to submit the grievance to arbitration.

## 12.6 **Failure To Observe Time Limits**

- (a) The time limits referred to in this Article are all mandatory. Consequently, if the Union, Company or any employee fails to initiate or raise a grievance or advance a grievance or proceed with an arbitration or expedited arbitration within the prescribed time limits, the matter shall be deemed to be abandoned with no further recourse to the grievance procedure or any arbitration or expedited arbitration under this Collective Agreement or the Labour Relations Code of British Columbia. This shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The time limits that apply under this Article with respect to initiating or raising of a grievance by the Union or any employee shall commence on and from the earliest date on which either the Union or any employee knew, or ought reasonably to have known, of the circumstances giving rise to the grievance.
- (c) The time limits referred to in this Article may be altered by mutual agreement between the Employer and the Union.

### **12.7 Alternate Dispute Resolution**

If the parties are unable to resolve the grievance through the normal grievance procedure in Clause 12.3, they may agree to the use of other dispute resolution process in which an independent person will assist the parties in resolving the differences through discussion, mediation, or making written recommendations.

### **12.8 Settlements**

Settlements arrived at during the grievance procedure must be in writing and signed by a duly authorized representative of both the Employer and the Union whereupon they shall be final and binding upon the Employer, the Union and the employee(s) concerned.

## **ARTICLE 13 - ARBITRATION**

### **13.1 Choice Of Arbitrator**

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall agree on a single arbitrator.

### **13.2 Binding Decision**

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

### **13.3 Jurisdiction Of Arbitrator**

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

### **13.4 Cost Of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

## **ARTICLE 14 - DISCIPLINE AND DISMISSAL**

### **14.1 Just Cause Provision**

The Employer shall not dismiss or discipline any employee who has completed his or her probationary period except for just and reasonable cause.

## 14.2 **Notice Of Disciplinary Action**

- (a) The Employer shall notify an Employee in writing of any written warning, suspension or discharge of that Employee for disciplinary reasons. Such notice shall set out the reasons for the disciplinary action as known by the Employer at the material time.
- (b) The Employer shall also provide a copy of each such disciplinary notice to a Shop Steward and to a duly authorized representative of the Union.
- (c) 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 explanation as to why such reasons were not included.

## 14.3 **Oral Warning Or Reprimand Is Not Disciplinary**

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

## **ARTICLE 15 - PERSONNEL FILES**

### 15.1 **Personnel Files**

A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain a copy of all relevant documentation concerning the employee's employment and work performance except for routine documentation such as payroll information, etc.

### 15.2 **Employee Access To Personnel File**

An employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee's personnel file.

### 15.3 **Union Access To Employee Personnel File**

A representative of the Union, who must be a full-time Union representative from outside the bargaining unit, shall have the right to read and review an employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and by written request to the Employer. On request, such Union representative shall be provided with a copy of any document, record or report contained in the employee's personnel file, upon written authorization of the employee.

#### 15.4 **Use Of Personnel File In Relation To Discipline**

Written notices of discipline contained in an employee's personnel file which are more than two (2) years old shall not be relied upon by the Employer to support any subsequent disciplinary action provided that in the interim there has been no other discipline. Notwithstanding the foregoing, the Union specifically agrees that the employer retains the right when invoking the doctrine of culminating incident to rely upon the entire two (2) year employment history of an Employee including, but not limited to, the complete disciplinary record.

#### 15.5 **Annual Self Performance Evaluation**

Employees are required once a year to do a self performance evaluation with the Employer. This will not be used for any discipline for any purpose.

### **ARTICLE 16 - HOURS OF WORK**

#### 16.1 **Application Of Article**

This Article applies only to regular employees.

#### 16.2 **Normal Straight Time Hours Of Work**

The normal straight time hours of work assigned by the Employer shall conform with the following:

- (a) **Per Work Day**  
not more than eight (8) hours in any one (1) day;
- (b) **Per Work Week**  
not more than forty (40) hours in any week;

The work week shall be between Monday to Friday or between Tuesday to Saturday with the exception of Lot persons or other employees scheduled to work Sunday.

The Fixed Operation Departments will remain closed on Sunday's with the exception to the Goodwrench Services, unless the Employer can demonstrate that he is in a competitive disadvantage in the market place by remaining closed on Sundays.

#### 16.3 **Shift Premium Pay**

Employees shall be entitled to shift premium pay as follows:

- (a) **Shift Start Time Between 7:00 A.M. And End time of 5:30 P.M., Inclusive**

Shifts with a start time between 7:00 A.M. and end time of 5:30 P.M., inclusive, shall not be subject to any shift premium pay.

- (b) **Second Shift Implementation:**

If a second shift is employed with a start time between 2:00 P.M. and 10:59 P.M., inclusive, shall be subject to a shift premium of twenty-five cents (25¢) for each complete hour of work, exclusive of rest breaks and meal periods.

(c) **Third Shift Implementation:**

If a third shift with a start time between 11:00 P.M. and 7:00 A.M., inclusive, shall be subject to a shift premium of fifty cents (50¢) for each complete hour of work, exclusive of rest breaks and meal periods.

**16.4 Rest Periods**

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 (1 ½) 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.

Rest periods will not be paid in addition to flat rate production over 100%.

**16.5 Meal Period**

No employee shall work longer than four (4) hours without an uninterrupted half (½) hour off, unpaid, during the regular daily shift, exclusive of rest breaks. When an employee is scheduled to work over three (3) hours of overtime immediately following his regular shift, the employee shall receive a meal period of thirty (30) minutes within that time, with pay.

**16.6 Days Of Rest**

Each regular employee shall be entitled to two (2) consecutive days off work, or days of rest, in each seven (7) consecutive calendar day period.

**16.7 Employer Scheduling Rights**

The Employer specifically reserves the right to establish and change shifts and shift schedules at any time to meet its operational requirements, subject to this agreement. The Employer shall have the right, subject to its sole discretion, to establish for each employee the hours and days to be worked and the start and end time for each such work day; the schedule for the rest breaks and the lunch period in each work day; and the days to be taken as days of rest; and to make any changes thereto which are consistent with the other provisions of this Article.

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.

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. No split shifts shall be allowed at

any time.

#### **16.8 Obligation To Remain At The Workplace**

No employee shall leave the workplace during working hours without prior approval by the Employer, except in the proper performance of his or her job or during a scheduled unpaid meal period. When an employee is absent from the workplace, without the prior approval of management, all the time of such absence shall be deducted from the employee's entitlement, if he or she is otherwise eligible, to the pay guarantee set out in Clause 16.14 below.

#### **16.9 Reduced Hours Of Work Is Not A Layoff**

If the Employer reduces but does not eliminate the hours of work of any regular employee(s), this shall not constitute a layoff. Accordingly, the provisions of Article 11 (Layoff And Recall) shall not apply under such circumstances.

#### **16.10 Recording Time**

The Employer shall provide time clocks or comparable electronic or other time-keeping system(s) to enable employees to record their time for productivity and payroll purposes.

Employees must record their own time at the time they start and finish work segments and the time they commence and return from any rest and meal periods.

#### **16.11 Training**

Notwithstanding anything contained elsewhere in this Agreement, it is agreed that all hours worked in relation to training provided by or on behalf of the Employer including, but not limited to, travel time shall not incur any overtime or other premium or penalty pay but shall instead in all cases be paid at straight-time rates. It is further agreed that on any day involving: (1) training; and/or (2) travel in relation to training; and/or (3) any other work time in addition to the training-related time; the maximum hours for that day payable by the Employer shall be a total of not more than eight (8) hours all of which shall be subject to payment at straight-time rates, even if the day involves longer hours than said payable maximum. All such hours worked in relation to training must have the prior approval of the Employer.

#### **16.12 Force Majeure Shutdowns**

It is understood and agreed that if forces or events beyond the control of the Employer cause a temporary shutdown of all or part of its operations, the provisions of Article 11 (Layoff And Recall) shall not apply, providing the duration of the temporary shutdown in each case does not exceed seven (7) consecutive calendar days. Regular employees shall have the option of using vacation entitlement for some or all of the period of the temporary shutdown. Otherwise, they shall be deemed to be on unpaid leave of absence.

#### **16.13 Pay Guarantee**

- (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.
- (b) To be eligible for the pay guarantee described in Clause 16.13 (a) above, on a per shift basis, each eligible employee must provide the Employer with complete and accurate record-keeping, in the manner prescribed by the Employer, to account for all productive and non-productive time worked on each shift; otherwise the guaranteed pay will not apply.
- (c) Employees who are subject to flat-rate earnings shall be paid, on a per bi-weekly pay period basis, the greater of the guaranteed hours per shift worked in accordance with Clause 16.13(a) and Clause 16.13(b) above OR the flat-rate hours produced averaged over the applicable bi-weekly pay period.

#### 16.14 **Efficiency**

The Company may use a progressive discipline process regarding employees who after review with shop stewards, are deemed to be unable or unwilling to achieve acceptable efficiency levels.

Efficiency is herein defined as the ability to complete service and repair work within Industry standard times with minimal delay or error experienced by the customer. Recognized industry standard times for these purposes are established by Chilton; General Motors and the Motor Labour Guide Manual.

Efficiency periods are thirty (30) days.

GM Warranty work will not be included in this process.

## **ARTICLE 17 - OVERTIME**

### **17.1 Overtime Pay**

Any time worked in excess of the guaranteed shift hours per day as referred to in article 16.14 (a) and weekly hours as in article 16.2 (b) shall be paid at time and one-half (1 ½).

All time worked on the sixth (6th) and seventh (7th) day shall be paid at time and one-half (1 ½). When an employee works three (3) twelve (12) hour shifts, the fourth (4th), fifth (5th) and sixth (6th) day shall be paid at time and one-half (1 ½). When an employee works four (4) ten (10) hour shifts, the fifth (5th), sixth (6th) and seventh (7th) day shall be paid at time and one-half (1 ½).

### **17.2 Call-Outs**

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.

### **17.3 Statutory Holidays**

Where a week contains a Statutory Holiday the hours in a week contemplated by Clause 17.1 above shall be reduced by eight (8) hours for each Statutory Holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the Statutory Holiday.

### **17.4 Distribution Of Overtime**

The Employer shall schedule overtime assignments according to seniority among employees of the same classification in a department, provided that the Employer considers such employees to be equally capable of performing the required overtime duties. Employees may refuse to work overtime individually.

When overtime is necessary to meet operational requirements and sufficient employees are not available to perform the required overtime, the Employer shall designate qualified employees who have demonstrated they have the ability to perform the work required, in reverse order of seniority

### **17.5 Authorization Required**

No employee is permitted to work unauthorized overtime hours. All overtime must be authorized by the employee's supervisor and the time card initialled accordingly.

### **17.6 No Banking Of Overtime Pay**

There shall be no banking of overtime pay. Overtime pay shall be paid out by not later than the pay period following the pay period in which it is earned.

## **ARTICLE 18 -STATUTORY HOLIDAYS**

## 18.1 Statutory Holidays Defined

- (a) All employees who maintain seniority shall be entitled to the following Statutory Holidays with pay, based on eight (8), ten (10) and twelve (12) hours (or their normal scheduled hours of work) 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	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

Service writers to be paid the eight (8), ten (10) and twelve (12) hours (or their normal scheduled hours of work) pay for the Statutory 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.

## 18.2 Pay For Working A Statutory Holiday

Employees who are required to work a shift which commences at any time during the Statutory Holiday shall, in addition to their regular holiday pay, receive double their hourly rate for all hours worked during that shift.

## 18.3 Observance Of Statutory Holidays

It is agreed that the Statutory Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.

## 18.4 Statutory Holiday Payment Considerations

An employee shall be paid for each Statutory 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.

# ARTICLE 19 - ANNUAL VACATIONS

## 19.1 Calculating Vacation Entitlement

January 1st 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 1st in the following year.

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

**19.2 Vacation Entitlement - One Year Or More But Less Than Two Years Of Service**

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.

**19.3 Vacation Entitlement - Two Years Or More But Less Than Eight Years Of Service**

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.

**19.4 Vacation Entitlement - Eight Years Or More But Less Than Nineteen Years Of Service**

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.

**19.5 Vacation Entitlement - Nineteen Or More Years Of Service**

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.

**19.6 Payout Of Vacation Upon Termination With Less Than One Year Of Service**

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.

**19.7 Vacation Time Off Work Defined**

The number of days off work for vacation purposes in each of the weeks referred to above shall be the number of regularly scheduled days that the employee would work during that time period if he or she was not otherwise taking vacation.

**19.8 Pro-Ration Of Vacation Entitlement**

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.

**19.9 Vacation Selection****(a) Vacation Bidding Process**

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.

(b) **Restrictions On Vacation Selection**

1. **Limitations On Time Periods**

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.

2. **Limitations By Shift, Department And Job Classification**

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.

3. **Limitations On 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.

19.10 **Payment Of Vacation Pay**

(a) **Prior To Vacation**

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.

(b) **Payout Of Unused Vacation Monies**

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

19.11 **Alternate Shop Stewards During Vacation Periods**

During the vacation period there will be alternate Shop Stewards when there are no Shop Stewards available.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **20.1 Leave Of Absence For Union Business**

#### **(a) Union Leave - Short Term**

1. 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.
2. 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 any one (1) time for this purpose.
3. 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 compensated by the Union for its representatives on the bargaining committee.

#### **(b) Union Leave - Extended**

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.

### **20.2 Bereavement Leave**

In the 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.

### **20.3 Maternity And Parental Leave**

Maternity and Parental leave shall be granted in accordance with the *Employment Standards Act of British Columbia*.

### **20.4 Emergency Family Leave**

Emergency family leave shall be granted in accordance with the *Employment Standards Act of British Columbia*.

## 20.5 **Jury Or Witness Duty**

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.

## 20.6 **Illness/Injury**

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.

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 not notification, absence may be considered absence without approval.

## 20.7 **Other Leaves Of Absence**

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 the purpose for which they are requested.

# **ARTICLE 21 - CLASSIFICATIONS AND RATES OF PAY**

## 21.1 **Appendix "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.

When an employee is temporarily removed from his regular classification, 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. No employee's rate may be reduced below his regular rate.

## 21.2 **Step-On-Scale Placement And Progression**

### (a) **Step-On-Scale Placement On Hiring**

The Employer shall have the right to place a newly-hired employee at the step-on-scale applicable to the job classification which, subject to the sole discretion

of the Employer, is appropriate given that employee's level of skill, abilities and qualifications relative to the job classification as determined exclusively by the Employer.

(b) **Step-On-Scale Progression**

Step-on-scale progression shall be subject to completion of the requisite 90 days worked as prescribed by Appendix "A". However, the Employer shall have the right to move an employee at any time to the top rate if, subject to the sole discretion of the Employer, it is appropriate to do so, given the work being performed by the employee and that employee's level of skill, abilities and qualifications relative to that work as determined exclusively by the Employer.

**21.3 New Or Significantly Changed Job Classifications**

- (a) 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 classification. Failure of the Parties to agree shall cause the matter to be submitted to Arbitration.
- (b) 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.
- (c) The employer agrees that before effecting any wage rate other than those set out in the Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.
- (d) In the event of any Arbitration arising out of this Clause 21.3, the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

**21.4 Employees To Be Paid Bi-Weekly**

(a) **Employer To Pay Bi-Weekly**

All employees covered by this Agreement shall be paid on alternate Fridays all wages earned by such employees to a day no more than seven (7) days prior to the day of payment.

(b) Pay Statements

1. **Itemized Pay Statement**

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, accrued holiday pay and all deductions made from the gross amount of wages.

(c) **Pay By Direct Deposit - Employer Option**

The Employer shall have the option at any time to introduce a system of pay by direct deposit, upon at least thirty (30) consecutive calendar days prior written notice to the Union. In such case, each employee must give to the Employer appropriate deposit information for a financial institution of the employee's choice, which choice can subsequently be changed by the employee upon at least thirty (30) consecutive calendar days prior written notice to the Employer.

**21.5 Correction Of Errors**

5. 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.

**2. Canada Saving Bond Deductions**

Whenever the Canada Savings Bonds are issued for sale, the Employer shall make the same available to its employees who desire same and make such deductions as are necessary.

**3. Union Dues Recorded On T-4 Slips**

The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

**ARTICLE 22 - ADDITIONAL PAYMENT CONSIDERATIONS**

**22.1 Moulded Ear Plugs**

Employees employed in the job classifications of Bodyman and Journeyman Technician shall be entitled to reimbursement for purchase of moulded ear plugs provided they have worked in the job classification for a period of three hundred and sixty five (365) calendar days.

Commencing upon expiration of the "waiting period" described above, in each five (5) consecutive year period thereafter an employee in the 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.

Unused allowance as described above shall not be cumulative or carried forward from one five (5) year consecutive period to any subsequent five (5) consecutive year period.

**22.2 Tool Insurance**

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

- (a) Maximum coverage - \$30,000 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.
- (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 obligations 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.

### **22.3 Additional Compensation Or Other Consideration**

Nothing contained in this Agreement shall prohibit the Employer from granting, or any employee from receiving, any merit, bonus, incentive or other compensation or consideration, as determined subject to the sole discretion of the Employer, which is in addition to the entitlements of any employee as expressly provided for in this Agreement.

### **22.4 Limitation On Compounding Of Premiums Or Additional Pay**

Except as expressly provided otherwise by this Agreement, each premium or additional pay consideration referred to in this Agreement shall be paid in addition to, but not compounded by, any other premium, overtime, penalty or additional pay provisions of this Agreement.

### **22.5 Paid Election Time Off**

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

### **22.6 Parts Inventory**

All work involved in the taking of inventory shall be fifty percent (50%) parts employees within the Bargaining Unit first. The remaining can be from outside the Bargaining Unit.

## **ARTICLE 23 - NO PERSONAL HARASSMENT**

### **23.1 No Personal Harassment**

#### **(a) Prohibition**

The Employer and the Union recognize the right of all employees to work in an environment that is free of personal harassment. Accordingly, the personal

harassment of any employee is prohibited.

(b) **Application Of Employer Policy**

Matters concerning work-related personal harassment shall be governed by Employer policy.

**ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY**

**24.1 Occupational 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.

**24.2 Safety Committee**

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.

**24.3 Personal Protective Items**

- (a) 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 Employer before entitlement to boot allowance. Employees will receive the one hundred dollars (\$100.00) on the anniversary date of one (1) year from date of last purchase of their old boots.
- (b) The cost of all safety equipment required by Workers' Compensation Board will be paid by the Employer (i.e. hearing protection, and safety glasses).

**24.4 First Aid Attendant**

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 list 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 Employer will ask all existing First-Aid employees to renew their Tickets first before going outside the Bargaining Unit.

#### 24.5 **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.

#### 24.6 **Injury/Illness At Work**

##### (a) **Injury At Work**

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.

##### (b) **Illness At Work**

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.

#### 24.7 **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 that contravenes any Statutes, Regulations or By-laws.

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Limitation Of Employer Liability**

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.

### **25.2 Selection Of Carrier**

The selection of the insurance carrier for any benefits is in the sole discretion of the Employer, provided the benefits are comparable.

### **25.3 Health And Welfare Benefits Described**

The applicable Health And Welfare benefits are outlined in "Your Group Benefits" Booklet and they include:

- (a) Group Life Insurance;
- (b) Accidental Death and Dismemberment Insurance;
- (c) Weekly Indemnity;
- (d) Dependent Life Insurance;
- (e) Long Term Disability;
- (f) Extended Health Benefits; and
- (g) Dental Care.

### **25.4 Premium Payment Obligations**

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. 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 eligible employee in the sum of two hundred (\$200.00) dollars each twenty-four (24) month period.

### **25.5 Medical Services Plan (M.S.P.)**

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.

### **25.6 Continuation Of Coverage When Absent From Work**

Employees off work for any reason including illness, injury, leave of absence or layoff shall have coverage under the Health and Welfare provisions listed in this Article 25 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 in this Article 25 shall become effective on the first month following his return to work, subject to the terms and conditions governing the insurance policies.

#### 25.7 **Absence Due To Illness/Injury**

- (a) Leave of Absence due to illness or injury shall be subject to the following provisions:
  - 1. Sick leave shall be granted for an employee's personal use only.
  - 2. Sick time is not to be used for any purpose other than for legitimate illness.
  - 3. 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.
- (b) The Employer shall pay, on an accepted Weekly Indemnity claim for illness, the 1st through 3rd day of the Elimination Period based on one-fifth (1/5th) of the Weekly Indemnity benefit.

#### 25.8 **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:
  - 1. 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.
  - 2. Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2)

physicians shall select a medical consultant to examine the employee with respect to the dispute.

3. The findings of the consultant shall be final and binding upon all parties.
  4. The remuneration of the consultant shall be borne equally by the Employer and the Union.
  5. 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.
  6. 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 his 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.

## 25.9 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 to 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.

## ARTICLE 26 - RETIREMENT

### 26.1 Retirement Date

It is understood that the retirement date for all employees shall be the first day of the month immediately following the employee's sixty-fifth (65th) birthday unless otherwise approved by the Employer.

### 26.2 Retirement Contributions

The Employer will provide an RRSP contribution the entitlement to which must be triggered by the Employer meeting or exceeding the twelve (12) month B.C. "zone average" under the

“Customer Service Satisfaction Index” as measured by General Motors using the criteria in effect on September 1, 2005. Upon meeting or exceeding this “zone average”, employees will be entitled to one-and-one-half percent (1 ½ %) of gross earnings provided they have at least one (1) year of service. Such RRSP contribution by the Employer shall only apply while the Employer continues to meet or exceed the aforesaid “zone average”.

“Gross earnings” for the purposes of this Clause 26.2 shall mean the total gross earnings as provided to Revenue Canada on the T-4 box 14 minus the taxable benefits recorded on the T-4 box 40.

## **ARTICLE 27 - NO STRIKES OR LOCKOUTS**

### **27.1 Prohibition**

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.

### **27.2 Legal Picket Line Implications**

The Employer shall not require any Union member to cross a legal picket line.

### **27.3 No Benefit Continuance In The Event Of A Legal Strike Or A Legal Lockout**

The Parties hereto agree specifically to exclude the operation of Section 62 of the *Labour Relations Code of British Columbia*. Consequently, in the event and for the duration of any legal strike or legal lockout the Employer shall not be obliged to make any premium or other payments in respect of any of the benefit plans including, but not limited to, the pension plan, described in this Agreement or otherwise make any such payments on behalf of any employees in the bargaining unit

## **ARTICLE 28 - ADJUSTMENT PLAN**

### **28.1 Technological Change and Retraining**

- (d) 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.
- (e) 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.
- (f) 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.

### **28.2 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, 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.

## **ARTICLE 29 - SEVERANCE PAY**

### **29.1 Severance Pay Entitlement**

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 computing termination pay, overtime wages shall not be included or taken into account for the purpose of determining normal weekly or average weekly wages.

### **29.2 Severance Pay Exceptions**

- (a) The provisions of this Article shall not apply when an employee resigns, retires or is discharged for just cause.
- (b) 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.

### **29.3 Separation of Employment**

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.

The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked or terminated.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.1 Work Clothes**

The Employer shall provide each employee, free of charge, with the following:

- (a) 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.
- (b) Service advisors will receive from the Employer three (3) pair of pants or skirts, five (5) shirts or blouses, and two (2) blazers every two (2) years.
- (c) Employees are not to take any Company coveralls or smocks outside of Company premises.

### 30.2 **Smoking**

For reasons of safety smoking is only allowed in designated areas.

### 30.3 **Telephones**

An employee telephone is provided in the lunchroom and is to be used for local calls only. Except in emergencies, out-going and in-coming telephone calls are only permitted during non-work times. Use for any reason of personal cell phones or similar devices during working hours is prohibited.

### 30.4 **Conflict Of Interest**

No Employee shall have any financial interest in any business or otherwise profit or attempt to make a profit in any manner from any activity that is directly or indirectly in competition with the Employer. Any Employee who fails to comply shall have his or her employment terminated at once for deemed just cause.

### 30.5 **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.

### 30.6 **Headings**

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

### 30.7 **Gender**

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

### 30.8 **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.

### 30.9 **No Use Of Personal Vehicles**

No employee shall use his car on Employer business.

### 30.10 **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 into 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.

## **ARTICLE 31 - DURATION**

### 31.1 **Term**

This Agreement shall be for the period from and including April 29th, 2005 to and including April 28th, 2008.

### 31.2 **Effective Date of Wage Rates**

The Employer agrees that the wage rates and benefits with the exception of the Health and Welfare Plan are effective upon date of ratification.

### 31.3 **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 wage rates or increase in hours worked per week because of the adoption of this Agreement.

**31.4 Notice To Bargain**

Either Party to this Agreement may, within four (4) months immediately preceding April 28th, 2008, give to the other Party written notice to commence collective bargaining.

**31.5 Continuing Or Ending This Agreement**

This Agreement and all of its terms and conditions shall continue in force and effect after the expiry date of this Agreement until a new or revised Agreement is executed by and between the Parties or there is a strike or lockout, whichever event occurs first. In the event of a strike or lockout, this Agreement and all of its terms and conditions shall be null and void and shall no longer have any force and effect and this situation shall continue until a new or revised Agreement is subsequently executed by and between the parties.

**31.6 Exclusion Of Labour Relations Code - Section 50(2)**

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.

Signed at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX "A" - JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>		
<b>JOB CLASSIFICATION:</b>	<b>BODYSHOP FOREMAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
<b>0 – 90 DAYS</b>	<b>90% Of Top Hourly Rate</b>	<b>90% Of Top Hourly Rate</b>	<b>90% Of Top Hourly Rate</b>
<b>TOP RATE</b>	<b>\$26.77</b>	<b>\$27.43</b>	<b>\$28.11</b>

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>
<b>JOB CLASSIFICATION:</b>	<b>BODYMAN</b>

<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$26.22</b>	<b>\$26.88</b>	<b>\$27.55</b>

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>		
<b>JOB CLASSIFICATION:</b>	<b>PAINTER/PREPMAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$26.22</b>	<b>\$26.88</b>	<b>\$27.55</b>

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>		
<b>JOB CLASSIFICATION:</b>	<b>BODYSHOP CLERK</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$17.08</b>	<b>\$17.51</b>	<b>\$17.95</b>

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>		
<b>JOB CLASSIFICATION:</b>	<b>DETAILER/ACCESSORY</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
TOP RATE	<b>\$13.17</b>	<b>\$13.50</b>	<b>\$13.84</b>

<b>DEPARTMENT:</b>	<b>BODYSHOP</b>		
<b>JOB CLASSIFICATION:</b>	<b>BODYSHOP APPRENTICE</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>

<b>WORKED</b>			
TOP RATE	\$13.11	\$13.44	\$13.78
See Note 3	See Note 3	See Note 3	See Note 3

<b>DEPARTMENT:</b>	<b>PARTS</b>		
<b>JOB CLASSIFICATION:</b>	<b>PARTSPERSON</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	\$25.78	\$26.42	\$27.08

<b>DEPARTMENT:</b>	<b>PARTS</b>		
<b>JOB CLASSIFICATION:</b>	<b>SHIPPER/RECEIVER</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	\$17.84	\$18.29	\$18.75

<b>DEPARTMENT:</b>	<b>PARTS</b>		
<b>JOB CLASSIFICATION:</b>	<b>APPRENTICE PARTSPERSON</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	, 2005	29-Apr-06	29-Apr-07
See Note 1	See Note 1	See Note 1	See Note 1

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>WORKING SERVICE SHOP FOREMAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>RATIFICATION DATE</b>	29-Apr-06	29-Apr-07
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	\$30.50	\$31.26	\$32.04

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
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<b>JOB CLASSIFICATION:</b>	<b>DRIVEABILITY/ELECTRICAL TECHNICIAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$30.00</b>	<b>\$30.75</b>	<b>\$31.52</b>
See Note 2	See Note 2	See Note 2	See Note 2

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>TRANSMISSION TECHNICIAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$30.00</b>	<b>\$30.75</b>	<b>\$31.52</b>
See Note 2	See Note 2	See Note 2	See Note 2

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>JOURNEYMAN TECHNICIAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$28.75</b>	<b>\$29.47</b>	<b>\$30.21</b>
See Note 2	See Note 2	See Note 2	See Note 2

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>TRIM/GLASS TECHNICIAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
TOP RATE	<b>\$23.43</b>	<b>\$24.02</b>	<b>\$24.62</b>

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>APPRENTICE TECHNICIAN</b>		

<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
See Note 3	See Note 3	See Note 3	See Note 3

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>GOODWRENCH TECHNICIAN</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
<b>TOP RATE</b>	<b>\$14.88</b>	<b>\$15.25</b>	<b>\$15.63</b>

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>SERVICE ADVISOR</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
See Note 4	See Note 4	See Note 4	See Note 4

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>APPRENTICE SERVICE ADVISOR</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
See Note 5	See Note 5	See Note 5	See Note 5

<b>DEPARTMENT:</b>	<b>SERVICE</b>		
<b>JOB CLASSIFICATION:</b>	<b>SERVICE SUPPORT PERSON</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	2005	29-Apr-06	29-Apr-07
0 – 90 DAYS	90% Of Top Hourly Rate	90% Of Top Hourly Rate	90% Of Top Hourly Rate
<b>TOP RATE</b>	<b>\$14.88</b>	<b>\$15.25</b>	<b>\$15.63</b>

<b>DEPARTMENT:</b>	<b>GENERAL</b>		
<b>JOB CLASSIFICATION:</b>	<b>GENERAL LABOURER</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
<b>TOP RATE</b>	<b>\$8.93</b>	<b>\$9.15</b>	<b>9.38</b>
<b>NATURE OF DUTIES:</b>	General labour across all departments as directed by management not to involve any core duties of any existing classifications.		

<b>DEPARTMENT:</b>	<b>GENERAL</b>		
<b>JOB CLASSIFICATION:</b>	<b>PART-TIME LOT PERSON</b>		
<b>STEP-ON-SCALE PROGRESSION:</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>	<b>BASE HOURLY RATE</b>
<b>HOURS ACTUALLY WORKED</b>	<b>2005</b>	<b>29-Apr-06</b>	<b>29-Apr-07</b>
<b>TOP RATE</b>	<b>\$8.93</b>	<b>\$9.15</b>	<b>\$9.38</b>

**NOTES TO APPENDIX "A"****(1) APPRENTICE PARTSPERSON - INCREMENTAL PAY**

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 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%

**(2) JOURNEYMAN TECHNICIAN - VARIABLE PAY**

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. Rest breaks will be paid at the base rate up to the guarantee.

**(3) APPRENTICE TECHNICIAN - INCREMENTAL PAY**

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.

<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%

(4) **SERVICE ADVISOR PAY**

Base Salary: \$1,800.00 monthly for fully trained service consultant.

Commission: (a) Customer pay labour sales @ six percent (6%); and  
 (b) Customer pay parts sales @ four percent (4%).

The above commission amounts go into a pool to be distributed to each individual consultant based on their own individual total (Customer/Warranty/Internal Parts and Labour) sales percentage for the month.

The Company will also pay on “Customer Service Satisfaction Index” (CSI) if the individual’s top box is above store goal as follows: fifty dollars (\$50.00) per “Completely Satisfied” on Q16 for the first ten (10) surveys to a maximum of five hundred dollars (\$500.00).

(5) **JUNIOR SERVICE ADVISOR PROGRAM**

**Junior Service Advisor**

A program will exist for an entry level Service Advisor. Applicants shall be subject to the probationary period prescribed by the collective agreement during which time they shall be paid at sixty-five percent (65%) of Service Advisor rate. Following completion of the probationary period and up to the first anniversary of the employee, he or she shall be paid at the rate of seventy-five percent (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 Advisor**

Apprentice Service Advisor level increases as follows:

<b>LEVEL ATTAINED</b>	<b>BASE HOURLY RATE</b>
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 Apprentice Service Advisor 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.

(6) **“Red Circle Wage Treatment”**

“Red Circle Wage Treatment” means that an employee’s base hourly wage rate will be maintained, but not increased, above the maximum base hourly wage rate for a given job classification as set out in Appendix “A” until this maximum is raised to a level above the employee’s “red circled” or “frozen” base hourly wage rate. Accordingly, while subject to “Red Circle Wage Treatment”, an employee will not be entitled to any increase(s) in the base hourly wage rate(s) otherwise applicable to the given job classification, unless and until the total of any such increase(s) in base hourly wage rate(s) give(s) rise to a maximum base hourly wage rate for the given job classification which is higher than the employee’s “red circled” or “frozen” base hourly wage rate.

Accordingly, the following employees are subject to “Red Circle Wage Treatment” as indicated:

<b>EMPLOYEE NAME</b>	<b>JOB CLASSIFICATION</b>	<b>RED CIRCLE HOURLY RATE</b>
Jen Del Rio	Service Support Person	\$16.15
Blair Maxie	General Labourer	\$15.00
Jason Kozoway	General Labourer	\$ 9.25
Neil Klammer	General Labourer	\$ 9.25
Grant Klassen	General Labourer	\$ 9.25

(7) **Roy Hanson**

The Employer agrees to classify Roy Hanson as a “Trim Glass Technician” however, his base hourly rate of pay will start and follow the same pay increments as the Journeyman Technician which is, \$28.75, effective date of ratification.

(8) **Patrick Graham**

The employer agrees that Patrick Graham of the Detail Classification will be paid the Bodysop Clerk rate of pay when performing any duties outside the detail classification responsibilities.

(9) **Cap on Service Technicians**

The Employer agrees that for the classification of Driveability/Electrical and Transmission Technician, there will be a cap depending upon the Employers required need for Journeyman Technicians as outline below:

For every thirteen (13) Journeyman Technicians, there may be three (3) Driveability/Electrical and two (2) Transmission Technicians maximum.

For every sixteen (16) Journeyman Technicians, there may be three (4) Driveability/Electrical and two (3) Transmission Technicians maximum.

For every nineteen (19) Journeyman Technicians, there may be three (5) Driveability/Electrical and two (4) Transmission Technicians maximum.

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: BARNES WHEATON PONTIAC BUICK GMC (SURREY)**

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION NO. 213**

(hereinafter referred to as the "Union")

**RE: TECHNICIAN TRAINING “ONE TIME OFFER”**

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the “Parties”, do hereby expressly and mutually agree as follows:

It is agreed between the parties that the Employer will provide a “one time offer” to train from the existing journeyman technicians, a driveability/electrical technician and a transmission technician. If more than one journeyman technician should apply for such training in either of the above mentioned classifications, the journeyman technician with the most seniority shall be awarded the training position. It is further agreed that this does not guarantee an automatic transfer to that classification, nor would they receive the higher rate of pay. There will be only one training position offered for each of these classifications.

**Changing The Letter Of Understanding**

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Incorporating Letter Of Understanding Into Collective Agreement**

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 \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN: BARNES WHEATON PONTIAC BUICK GMC (SURREY)**

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

**RE: APPRENTICES**

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

**Re: Raymond Lee**

It has been agreed that once Raymond Lee completes his apprenticeship program the employer will waive its rights under article 8.7 (b) and 8.7 ( c). It is further agreed that Article 16.14 Efficiency will not apply to Mr. Lee until he reaches his Journeyman status.

**Re: Osme Velic and Christopher Lau**

It has been agreed that once Osme Velic and Christopher Lau complete their apprenticeship programs, the Employer will waive its rights under article 8.7 (b) and 8.7 (c). They will however, be subject to the Efficiency clause as outlined in Article 16.14. during their apprenticeship program.

**Changing The Letter Of Understanding**

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

**Incorporating Letter Of Understanding Into Collective Agreement**

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 \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING No. 3****BETWEEN: BARNES WHEATON PONTIAC BUICK GMC (SURREY)**

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

**RE: GOODWILL BONUS**

- (8) Employees in the bargaining unit on the date of ratification [December 14<sup>th</sup>, 2005] shall be paid by the Employer within thirty (30) consecutive calendar days following this date a goodwill bonus in the form of a "lump sum" payment as follows:
- (a) Employees who averaged thirty-two (32) paid hours of work or more during the three hundred sixty-five (365) consecutive calendar days prior to and including the date of ratification shall be paid seven hundred and fifty dollars (\$750.00).
  - (b) Employees who averaged less than thirty-two (32) paid hours of work during the three hundred sixty-five (365) consecutive calendar days prior to and including the date of ratification shall be paid three hundred and fifty dollars (\$350.00).
  - (c) Otherwise eligible employees on pregnancy or parental leave (as defined in the *Employment Standards Act of British Columbia*) during any or all of the three hundred sixty-five (365) consecutive calendar days prior to and including the date of ratification shall have the time period of such leave taken into account for the purposes of determining their entitlement to the appropriate "lump sum" payment.
- (9) The "lump sum" payments described in this Letter Of Understanding shall, at the option of each eligible employee, be made on a non-taxable basis, under circumstances where it is lawful to do so; otherwise the payments will be subject to applicable tax.
- (10) In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Understanding, the provisions of this Letter Of Understanding shall take precedence and prevail.

(11) 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, until the Employer has discharged its financial obligations as set out above, after which this document in its entirety will expire and will not thereafter form part of or be included in said Collective Agreement.

Signed at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

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