

# **COLLECTIVE AGREEMENT**

**Between**

**NEW PACIFIC NISSAN**

(hereinafter referred to as the "Company")

**And**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA CAW CANADA  
LOCAL 114**

(hereinafter referred to as the "Union")



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Effective: April 1, 2007 to March 31, 2010

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## **PREAMBLE**

WHEREAS it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees,  
NOW, THEREFORE, the parties hereto agree as follows:

## **ARTICLE 1 - BARGAINING AGENCY AND DEFINITION**

### 1.01 Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 1.02 hereof, for the purpose of bargaining collectively with respect to rates of pay, hours of employment, and other conditions of employment.

### 1.02 Employee Definition

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

### 1.03 Bargaining Unit Work Retention

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, or on any jobs for which the bargaining unit has established a classification and wage rate, except for the purposes of instruction and experimentation and testing new products, processes and equipment.

### 1.04 Protection Against Contracting Out

The Company agrees that no work shall be contracted out where the results of such contracting out will reduce the size and the scope of the bargaining unit. In addition, the Company shall advise the Union, in advance, whenever it is intended to contract out any work which has not previously been done on a contract basis.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

### 2.01 Management Rights

The Union recognizes the right of the Company to direct the work force, to promote, demote, transfer or discharge, subject to the provisions of the Collective Agreement.

2.02 Consistent to the Provisions of this Agreement

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

2.03 Right to Make Rules

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

**ARTICLE 3 - UNION SECURITY**

3.01 Union Dues

a) Union Dues Deduction

The Company agrees to deduct, once each month, from the earnings of each employee covered by this Agreement, upon receipt of an authorization signed by each employee, such sum by way of monthly dues and/or assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same, in duplicate, shall be forwarded to the Union, prior to the twentieth (20th) day of the month immediately following, in the manner provided for in subsection (b) hereof.

b) Dues Cheque Payable To

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

c) Dues Deducted on T-4 Slip

The Company agrees to show on each employee's T4 slip, the amount of Union dues deducted.

d) New Employee Introduction to Shop Steward

All new employees will be instructed to report to the Shop Steward during the first day of employment and will be required to complete a membership application. The Shop Steward shall be allowed to familiarize the new employee(s) with the terms and conditions of employment.

### 3.02 Maintenance of Union Membership

As a condition of employment, each employee must maintain Union membership in good standing, and each employee will be required to sign the prescribed authorization form authorizing the Company to implement the provisions of Section 3.01(a) hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.

### 3.03 Access by Union Representatives

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

### 3.04 Shop Stewards

#### a) Access by Shop Steward

The Shop Steward shall have reasonable access to all working areas, and shall receive time off from his/her work, without loss of pay, for the investigation of urgent grievances. He/she must obtain permission from his/her supervisor before leaving his/her work area, and must ensure that work will not be unduly disrupted as a result of his/her absence. Such permission shall not be unreasonably withheld.

#### b) Shop Steward Investigation

When the Shop Steward visits an area to investigate a grievance, he/she will advise the supervisor concerned, on arrival, and will obtain clearance to discuss the problem with the grievor. Such clearance shall not be unreasonably denied.

Grievance discussions shall not unduly disrupt the normal work flow.

#### c) Layoff of Union Steward

In the case of the layoff of a Shop Steward, the Company agrees to give notice to the Union at the time that the Shop Steward is informed.

### 3.05 Refusal to Sign Authorization

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

### 3.06 Notification to Union Steward

The Company agrees to notify the Shop Steward prior to discharging, demoting, or laying off any employee, and will notify the Union office monthly, with a copy to the Shop Steward, of all terminations, transfers and promotions.

### 3.07 Bulletin Boards

The Union will have the exclusive use of one (1) bulletin board in each department, provided by the Company, for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union. These bulletin boards shall not be used for the posting of partisan political notices.

### 3.08 Paid Education Leave

Effective November 1, 1993 the Company agrees to pay into a special fund two cents per hour per employee for all hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification. Cheques shall be made payable to:

CAW Leadership Training Fund  
CAW Canada  
205 Placer Court  
North York, ON M2H 3H9

### 3.09 Disclosure of Personal information to the Union

- (a) **Both parties recognize that in order to fulfill it's obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.**
- (b) **The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.**

## **ARTICLE 4 - HOURS OF WORK**

### 4.01 Hours of Work

#### a) Standard Work Day and Work Week Defined

The standard working day shall be eight (8) consecutive hours. The standard working week shall be forty (40) hours with two (2) consecutive days off, one being Sunday. The standard working day starting and stopping times shall be arranged between the Company and the Union, between the hours of **7:30 a.m. and 8:30 p.m. Start and stop times outside of 7:30 a.m. and 8:30 p.m. shall only be made with the agreement of the Union.**

**Staffing for shifts that end after 6:00 p.m. shall be offered as follows:**

- (1) First on a voluntary basis, giving preference to seniority provided the individual has the skill and ability to perform the work.**
- (2) Secondly, employees shall be chosen in reverse order of seniority, provided the individual has the skill and ability to perform the work.**
- (3) Employees hired after July 1, 2007.**

#### b) Notification to the Union Prior to Changes

The Union shall be notified, as far as possible in advance, of any changes planned to the posted starting and stopping times. The Company agrees not to change the starting and stopping times to avoid payment of overtime.

### 4.02 Saturday Shift Premium

Employees working a Saturday shift shall work seven and one-half (7½) hours for eight (8) hours' pay. Office employees working a Saturday shift shall work seven (7) hours for seven and one-half (7½) hours' pay.

### 4.03 Lunch Periods

#### a) Time

An employee shall be entitled to one-half (½) hour on his/her own time, at the beginning of his/her fourth (4th) hour of work.

b) Work During

Employees shall be required to work during their scheduled lunch period only in cases of emergency. Whenever this does occur, the employee will be entitled to a replacement lunch period of one-half (½) hour, commencing within one (1) hour of the start of his/her scheduled lunch period. If the replacement lunch period cannot be scheduled within the one (1) hour limit, he/she shall be paid one-half (½) hour at overtime rates, and shall, nevertheless, be provided with sufficient time off to eat.

4.04 Return of Tools Prior to End of Shift

Employees shall be allowed ten (10) minutes, during working hours, to return tools, parts, etc., to the stores or crib, before the end of each shift.

4.05 Rest Periods

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

**4.06 Minimum Call-In**

**(a) Any employee, not covered by clause 13.01 “10% Annual Working Time” who reports to work as scheduled or called to work, actually commences work and is subsequently told his/her services are not required shall receive a minimum of four (4) hours pay.**

**(b) Any employee who reports to work as scheduled or called to work and prior to commencing work is told his/her services are not required, shall receive two (2) hours pay unless the employee is unfit to work.**

**ARTICLE 5 - OVERTIME**

5.01 Defined

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

5.02 Overtime Premiums

a) Premiums

Overtime shall be paid at the rate of time and one-half (1½) for the first two (2) hours worked after the end of the regular shift, and for the first four

(4) hours of the sixth (6th) day. Double time shall be paid for all hours in excess of ten (10) hours worked, for all hours worked beyond forty-four (44) hours in any one (1) week or beyond four (4) hours of the sixth (6th) day, and for all hours worked on the seventh (7th) day, and on Statutory Holidays. Sunday shall always be considered the seventh (7th) day.

b) Stocktaking

Employees who are called to work for stocktaking **outside of standard hours as defined in 4.01 (a)**, (not exceeding two (2) occasions yearly), shall be paid at the rate of time and one-half (1½).

5.03 Overtime Distribution

a) Equitable Distribution

The Company agrees that overtime should be distributed equitably among the employees in a particular job classification.

A roster of overtime shall be maintained and, when overtime is requested, the qualified employee at work who has worked the least overtime shall have the first opportunity to work the overtime etc., in ascending order from the least to the most overtime worked.

b) Voluntary Overtime

Overtime shall be voluntary, but the Union Stewards Committee shall make every effort to see that the Company is not left short in an emergency situation which may arise late in shift, and require a **junior qualified** employee to work beyond his/her normal stopping time.

5.04 Shift Pay Differential

Shift pay differential shall be included with the rate of pay for calculation of overtime.

5.05 Meal and Rest Periods

Employee(s) requested to work overtime at the end of their regular shift shall receive a rest period before commencing the overtime rate. Employee(s) required to work any time beyond two (2) hours' overtime shall be given one-half (½) hour on Company time to eat a meal.

5.06 After Work Courses

Any employee who attends Company-required courses which are scheduled after an employee has completed the standard work day, or the standard work week, shall be reimbursed at applicable overtime rate.

## **ARTICLE 6 - VACATIONS**

### 6.01 Vacation Time and Vacation Pay

Subject to the requirements of this Article, every employee is entitled to annual vacations or vacation pay for each year of completed service as follows:

	<b>Vacation at Full Pay</b>	<b>% of Gross Earnings</b>
<b>A</b> One Year But Less Than Three  Employees who have completed one year of continuous service but less than three years continuous service.	2 weeks	4%
<b>B</b> Three Years But Less Than Eight  Employees who have completed three years of continuous service but less than eight years of continuous service.	3 weeks	6%
<b>C</b> Eight Years But Less Than Eighteen  Employees who have completed eight years of continuous service but less than eighteen years of continuous service.	4 weeks	8%
<b>D</b> Eighteen Years or Greater  Employees who have completed eighteen years of continuous service or greater.	5 weeks	10%

### 6.02 Vacation Pay Calculation

Employees that commence their approved vacation will be paid their regular scheduled hourly rate as if had they been at work, provided that they have adequate accumulated vacation pay to do so at the time of the commencement of their holiday.

Upon an employee's anniversary date, the Employer will calculate if the percentage (%) of gross earnings is greater than the vacation pay received in the previous anniversary year. If so then the employee will be paid the differential on their next pay cheque.

6.03 Vacation Entitlement From Date of Hire

An employee's vacation entitlement shall be calculated from his/her date of hire.

6.04 Vacation Pay on Termination

Employees who leave the employ of the Company will be paid vacation pay at the time of severance, on the following percentage basis, on the earnings of the employee on which vacation pay has not been previously paid.

<b>Years of Employment:</b>	<b>Vacation Pay:</b>
One (1) year but less than three (3) years	Four per cent (4%)
Three (3) years but less than eight (8) years	Six per cent (6%)
Eight (8) years but less than eighteen (18) years	Eight per cent (8%)
Eighteen (18) years and over	Ten per cent (10%)

6.05 Statutory Holiday During Vacation

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

6.06 Vacations to be Taken

No vacation pay will be paid for vacations not taken.

6.07 Vacation Scheduling

Vacation scheduling will be arranged during the month of February each year, in accordance with seniority within a department. The vacation schedule shall be posted by February 1st of each year and the approved vacation schedule will be confirmed in writing by March 1st.

The vacation schedule will cover the period between the beginning of March in one year to the end of February of the next year. Employees that schedule vacation in January and February of the following year are utilizing their next year's entitlement when doing so.

It is agreed that not more than one (1) employee per department shall be away on vacation at any one time, unless otherwise mutually agreed to. Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees who do not apply for vacation periods until after March 1st will be fitted into the remaining available vacation times on a "first come, first served" basis. The Employer agrees to consult with the department Shop Steward on an ongoing basis, to facilitate vacation scheduling.

The maximum amount of vacation that an employee may request for approval during Primetime is three (3) weeks unless additional time remains after each employee has had an opportunity to request vacation during the Primetime period. Primetime shall be defined as June 1<sup>st</sup> up to and including September 30<sup>th</sup>.

## **ARTICLE 7 - STATUTORY HOLIDAYS**

### 7.01 Statutory Holidays

All employees who have been in the employ of the Company for thirty (30) days, or longer, shall receive the following holidays with pay at their regular straight time rate. The designated days shall be:

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

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

### 7.02 Eligibility

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

### 7.03 Statutory Holiday on Regular Day Off

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

### 7.04 Overtime for Hours Worked

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Grievance Steps**

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

a) Step 1

The employee concerned may, within fifteen (15) working days of the incident, in the presence of his/her Shop Steward, meet with the employee's Manager or designate to attempt to settle the grievance. The Manager or designate shall respond within five (5) working days of the date of the Step 1 meeting.

b) Step 2

Failing settlement at Step 1, the Union may, within five (5) working days of receipt of the Company response, forward the grievance to the General Manager or designate. At this Step, the Union position shall be submitted in writing.

The General Manager or designate will render his decision, in writing, within five (5) working days after receipt of the grievance, or if a meeting takes place, within five (5) working days of the Step 2 meeting occurring.

c) Step 3

Failing settlement at Step 2, the grievance may be referred in writing within thirty (30) working days to the single arbitrator appointed in accordance with the Labour Code of British Columbia or to an arbitrator as outlined in Article 9 of this Agreement.

### **8.02 Advance Certain Grievances to Step 2**

Discharge or suspension grievances, group, Union or management policy grievances shall be admitted at Step 2 of the Grievance Procedure.

### **8.03 Grievor May Attend**

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

#### 8.04 No Technical Error

No technical error or omission will render a grievance inarbitrable.

#### 8.05 Grievance Meetings Are Time Worked

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

### **ARTICLE 9 - SINGLE ARBITRATOR**

#### 9.01 Single Arbitrator Named

Where a difference arises between the parties, relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, which they have been unable to resolve in accordance with Article 8, they may, by mutual agreement, refer the matter to Mr. Bruce Greyall, lawyer, or a substitute agreed to by the parties, shall, at the request of either party:

- i) investigate the difference;
- ii) define the issue in the difference; and
- iii) make a written award to resolve the difference within fifteen (15) days of the receipt of the request.

#### 9.02 No Power to Modify

The arbitrator shall not be vested with power to change, modify, or alter any of the terms of this contact.

#### 9.03 Findings Are Binding

The parties agree that the findings of the named arbitrator shall be binding.

#### 9.04 Shared Costs

The costs incurred in this process, less the reimbursement provided by the Provincial Government, shall be shared equally by the parties.

## **ARTICLE 10 - DISCIPLINE**

### 10.01 Standard

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

### 10.02 Right to a Shop Steward

When receiving discipline which will become part of the employee's record, an employee shall have the right to have a Shop Steward present if one is on shift. It is understood that if a Shop Steward is not on shift, the meeting will be postponed until one is available. In circumstances where the Employer contemplates a suspension or discharge, the employee may be temporarily suspended from work until a Union representative can attend the disciplinary meeting.

All time spent on temporary suspension prior to the disciplinary meeting will count towards any suspension formerly issued. If the temporary suspension is longer than that which is meted out at the disciplinary meeting, the affected employee shall be compensated accordingly.

### 10.03 Complaint Must Occur Within 10 Days

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

### 10.04 Discipline Record Can be Cleared

- a) Any complaint recorded against an employee shall automatically be cancelled after eighteen (18) months if no further infraction of a similar nature has occurred.
- b) Any mention of a suspension shall be cancelled after one (1) year, unless another suspension for the same offence occurs within eighteen (18) months of the former suspension. No mention of the suspension may be raised against the employee thereafter.

### 10.05 Access to Personnel Files

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

## 10.06 Signing Not an Admission

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

## 10.07 Right to Refuse to Cross a Picket Line or Handle Hot Goods

An employee, covered by this Agreement, shall have the right to refuse to cross a legal picket line, or to refuse to handle goods coming from behind a legal picket line, or to refuse to handle hot goods, as declared by the Union. Failure to cross a legal picket line or failure to handle such goods shall not be considered grounds for disciplinary action, or, otherwise, to be a violation of this Agreement.

# **ARTICLE 11 - SHOP HEALTH, SAFETY, AND ENVIRONMENT**

## 11.01 Safety and Health - Responsibility

### a) Company Responsibility

The Company agrees that it is the responsibility of the Company to make adequate provisions for the safety and health of the employees during the hours of their employment.

### b) Union to Co-operate

The Union and the employees agree to cooperate fully with the Company on all matters of health, safety and environment.

## 11.02 Safety Committee

### a) Joint Safety Meetings

A Safety Committee, consisting of an equal number of employees selected by the Union and by management, shall meet no less frequently than once a month on the 2nd Tuesday of each month at 10:00 a.m. Minutes of such meetings will be posted on the notice board, and a copy will be forwarded to the Union office.

### b) Annual Health and Safety Seminar

Employees shall be compensated for time lost in attending safety meetings, and for time lost as a result of the attendance, annually, by one (1) committee member, for a maximum of three (3) days, at the Union's Annual Industrial Health and Safety seminar.

11.03 Compliance with the Recommendation of the Joint Health and Safety Committee

The Company agrees to endeavour to implement the legitimate recommendations of the joint health and safety committee prior to the next scheduled monthly safety committee meeting.

11.04 Compliance with the B.C. Workers' Compensation Act and Regulations

The Company agrees to meet the requirements of the B.C. Workers' Compensation Act and Regulations and to implement the recommendations of the WCB Investigating Officer.

11.05 Disclosure of Information

The Company agrees to make every reasonable effort to acquire information from its suppliers which identifies biological agents, compounds, substances and by-products. This information shall include the chemical breakdown of trade names, descriptions, relevant information on potential hazards, maximum allowable exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

11.06 Union Representative to be Included in Inspector's Tour

When a shop inspection is made by an Inspector authorized to enforce the Workers' Compensation Regulations, a Union representative of the Safety Committee shall be included in the tour, and a copy of the Inspector's report shall be made available to the Safety Committee.

11.07 Monitoring Air Contaminants

The Company, in conjunction with the Safety Committee, shall provide for regular tests of air contaminant levels in the service and body shops. In addition, if, at any time, the contaminant level in a particular area has risen to a point where the acceptable levels have been exceeded, the Company will take corrective action to eliminate or reduce the hazard.

11.08 Protective Clothing Supplied

The following protective clothing shall be supplied by the Company, free of charge:

Mechanics . . . . . Coveralls  
Partspersons . . . . . Jackets

In addition, an acid-proof apron shall be available for use of employees handling corrosive material.

Employees are expected to wear the supplied clothing, or to use the protective equipment supplied, and to take reasonable care of same.

Should the Employer require specialty items such as ties to be worn by the employee, then the Employer will provide such item free of charge and the employee will take reasonable care of the item.

#### 11.09 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company. Employees will cooperate by observing the rules of cleanliness.

#### 11.10 Clothes Lockers

Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothes and personal belongings.

#### 11.11 Lunch Space

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

#### 11.12 Adequate Heat, Lighting and Ventilation

The Company agrees that the shop(s) shall be heated adequately, lighted and ventilated in accordance with Provincial regulations, by providing exhaust systems where required.

#### 11.13 First Aid Attendant

##### a) First Aid Premium

The Company shall designate no more than one (1) employee, who is in possession of an unexpired Industrial First Aid Certificate, to act as the First Aid Attendant in addition to his or her regular job duties. The employee so designated shall receive **forty cents (40¢)** per hour in addition to his/her occupational rate.

##### b) Course Fees and Book Cost Reimbursement

In addition, the Company shall pay for course fees and the cost of books for employees who successfully complete an Industrial First Aid course. Employees who wish to take this training must obtain approval of the course in advance. The reimbursement policy will also apply to qualified employees who renew their Industrial First Aid tickets.

#### 11.14 Safety Committee Access to Records

The Safety Committee shall be given access to WCB Inspection reports, and to the Company Treatment Record Book.

#### 11.15 Safety Boot Reimbursement

- (a) The Employer agrees to reimburse employees one hundred **thirty-five** dollars **(\$135.00)** of the cost of safety toed boots upon presentation of a proof of purchase. Such reimbursement shall be made a maximum of once **per** calendar year. Safety toed boots must be C.S.A. and W.C.B. approved.
- (b) **Employees shall be permitted to accumulate their safety shoe allowance over a two (2) year period to a maximum of double the applicable yearly allowance.**

#### 11.16 Equipment Properly Maintained

The Company agrees that the Hoists and other shop equipment should be maintained in proper order at all times.

#### 11.17 Worksafe Training Requirements

The Employer will comply with the Worksafe Training requirements of the WCB.

#### 11.18 Right to Refuse

- (a) **The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.**
- (b)
  - (i) **A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.**
  - (ii) **A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (i) must immediately report the circumstances of the unsafe condition to his or her employer.**
  - (iii) **The supervisor or manager receiving a report made under subsection (ii) must immediately investigate the matter and**
    - (1) ensure that any unsafe condition is remedied without delay, or**
    - (2) if in his or her opinion the report is not valid, must so inform the person who made the report.**

- (iv) If the procedure under subsection (iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - 1. a worker member of the Safety Committee,
  - 2. a worker who is selected by a trade union representing the worker, or
  - 3. if there is no safety committee, any other reasonably available worker selected by the worker.
- (v) If the investigation under subsection (iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (c) Temporary assignment to alternative work at no loss of pay to the worker until the matter in Clause 19.10(b) is resolved is deemed not to constitute disciplinary action.
- (d) No Disciplinary Action

No employee shall be disciplined, penalized or discharged for refusing to work on a job or in any work place or to operate any equipment where he/she justifiably believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused, until the matter is investigated by the Safety Committee and satisfactorily settled.

## **ARTICLE 12 - SENIORITY**

### 12.01 Definition

Seniority is defined as the length of continuous service with the Company.

### 12.02 Seniority Principle

- a) Job Opportunity and Job Security Increase With Service

The parties recognize that job opportunity and job security should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to be considered for a job based upon his/her length of service with the Company, and his/her ability to fulfill the job requirements.

All promotions, transfers, filling of vacancies, layoffs, and re-hiring after layoffs, will be based on seniority providing he/she has sufficient ability to fill the job requirements.

b) Probationary Period

Seniority of each employee covered by this Agreement will be established after a probationary period of **sixty (60) days worked**, and backdated to his/her date of hire. For Technicians the probationary period will be **ninety (90) days worked**.

12.03 Seniority Accumulates During Occupational Injury or Illness

Seniority will be maintained and accumulated during periods of illness and injury.

12.04 Seniority Accumulates During Layoff

Seniority will be maintained and accumulated during layoff, in accordance with the following:

A	End of probationary period up to six (6) months	For up to three (3) months
B	Six (6) months' service up to one (1) year	For up to six (6) months
C	Twelve (12) months' service and longer	For up to twelve(12) months

12.05 Seniority Accumulation

- a) During a Non-occupational illness or non-occupational injury, seniority will accumulate for up to eighteen (18) months after which seniority will be maintained but will not accumulate.
- b) Seniority will accumulate for the duration of an approved leave of absence with the exception of a leave for a full time Union office appointment which may be renewed annually.

## 12.06 Outside the Bargaining Unit

Seniority will be maintained, but not accumulated, for up to one (1) year, for periods of employment in the Company, on a job not included in the bargaining unit.

## 12.07 Seniority Lost

Seniority standing will be cancelled if an employee:

- a) voluntarily leaves the employ of the Company;
- b) is discharged for just cause, and not reinstated under the terms of this Agreement;
- c) is recalled to work and does not report within five (5) working days of receiving notice, by registered mail, at the last known address, except when by mutual agreement between Company and Union failure to report within the specified time limit was unavoidable;
- d) is still on layoff and the seniority retention period as described in 12.04 has elapsed;
- e) has not returned to work by the expiration of the time periods stipulated in 12.05 and 12.06.

## 12.08 Layoff Procedure

- a) Whenever a workforce reduction, other than short term layoffs, as defined in Article 13, is considered necessary, the Company shall discuss the details with the Union, in advance.
- b) Employees in the classifications of journeyman mechanic, parts journeyman apprentice, bookkeeper, and general clerk, shall be laid off in **reverse** order of their Company seniority, in their respective classification.  
Recall from layoff will be in accordance with their Company seniority in their classification.
- c) Employees whose jobs fall into a classification other than as described in 12.09 (b) shall be laid off and recalled from layoff in order of their Company seniority irrespective of their classification.
- d) It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.

- e) Where it is likely that the curtailment will exceed one (1) month, the parties shall discuss the feasibility of a work sharing program to reduce or eliminate the need for a layoff.
- f) An employee who is scheduled for layoff in accordance with the provisions of this section shall have the right to replace a less senior employee whose job is not affected by the layoff under the following circumstances:
  - i) The employee has worked previously at the job on a full time basis at NEW PACIFIC Nissan Ltd.
  - ii) Employees transferred to a different job in accordance with this section will have a **three (3)** week period to establish that they remain competent to perform the work.

#### 12.09 No New Employees Hired in a Classification While on Layoff

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

#### 12.10 Seniority Lists

The Company will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days.

Said lists will commence with the most senior employee, carry on downward to the most junior employee, and contain the following information:

- i) employee's name;
- ii) employee's starting date;
- iii) employee's length of service in years and days;
- iv) employee's regular classification and regular rate of pay;
- v) employee's length of service on present job;
- vi) probationary employees will also be shown on the list.

#### 12.11 Seniority Lists - Additional

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

## **ARTICLE 13 - GUARANTEE**

### 13.01 10% Annual Working Time

Employees under this Agreement, with the exception of Parts Department employees and Office employees, may not be laid off during a work week, but may be laid off, without notice, at the completion of a work week, except that short term layoffs (with at least one (1) working hour's notice) of up to eight (8) hours per two (2) week period, will not be considered a violation of this Article, provided that no one employee will lose more than ten per cent (10%) of his/her annual working time, as a result of such short term layoffs.

Such annual working time shall be calculated from April 1st of one year to March 31st of the next, and shall only include all days for which an employee receives any compensation. No employee shall be subject to more than one short term layoff per week.

### 13.02 Short Term Layoff Does Not Apply

Short term layoff shall not apply to an employee who is recalled during a work week for the balance of that week, or to employees hired on a temporary or casual basis.

### 13.03 Short Term Layoffs Distribution

Subject to the ability of the employee to perform work available, short term layoffs will be distributed as evenly as possible among all employees.

### 13.04 Probationers to be Laid Off

Subject to other employees being available who could perform the work available, short term layoffs will not apply until probationers are laid off.

### 13.05 Provisions Do Not Apply in Emergencies

The above provisions shall not apply where a layoff is necessitated as a result of interruptions of more than one (1) hour caused by fire, flood, power failure, or similar situations beyond the control of the Company, which make it impossible to continue operations at full capacity.

### 13.06 Two Weeks Notice of Layoff

#### a) In the Parts and Office

Parts department and office employees shall not be covered by the guarantee provided elsewhere in this section, but shall be entitled to two (2) weeks notice of layoff, or pay in lieu of notice.

b) In the Service Department

Except as set out in 13.01, should the Employer decide to lay off a service department employee, the said employee, providing he/she has six (6) months seniority, shall be provided with two (2) weeks' layoff or pay in lieu thereof, and, in addition, during the notice of layoff and subsequent layoff period, the operation of 13.01 will not be in effect. If the service department employee has obtained seniority but less than six (6) months of seniority, she/she shall received one (1) week's notice or pay in lieu of notice in case of a permanent lay off.

13.07 Joint Committee

A Joint Committee to be established comprised of equal representation from management and the Union, for the welfare of the trade and to handle problems of alleged abuses of the Weekly Guarantee, prior to such disputes being submitted to arbitration, if necessary.

**ARTICLE 14 - JOB POSTING AND JOB AWARDS**

14.01 Postings

Job openings, other than Office entry level jobs, Lotperson, temporary jobs, or vacation relief jobs, will be posted for no less than three (3) working days on all Company bulletin boards. The Chief Shop Steward and the Union office shall receive copies of all job postings.

For the purpose of this Section, a temporary position shall be one which will be filled for thirty (30) days or less.

14.02 Preference

Preference will be given to applications from the most senior employees in accordance with the principles established in Article 12.02 (b) of this Agreement.

14.03 Apply After Return to Work

If an employee is not at work for the following reasons when a job is posted, he/she may apply for the job if he/she does so within thirty (30) working days of the posting date.

- i) vacation;
- ii) authorized leave of absence;
- iii) absence resulting from accident or illness;
- iv) absence on Workers' Compensation.

## **ARTICLE 15 - GENERAL PROVISIONS**

### 15.01 Travel

Employees, who are required to travel on Company business, shall be paid an eight (8) hour day for each day involved, or for the actual time worked, if it exceeds eight (8) hours. In addition, they shall be reimbursed for out-of-pocket expenses which must be properly accounted for.

### 15.02 Moonlighting

No employee shall undertake any work outside the Company premises which can be construed, in any way, as being in competition with the Company. Violations of this clause shall be cause for disciplinary action.

### 15.03 Bridging

No provisions of this Agreement shall be used to remove working conditions or reduce wages presently in force, except where the parties specifically negotiate a change.

### 15.04 Printing Collective Agreement

The Company agrees to pay the cost of the Collective Agreement printed in a Union shop in a pocket size form for all employees. The cost shall not exceed five hundred dollars (\$500.00).

## **ARTICLE 16 - HUMAN RIGHTS AND HARASSMENT**

### 16.01 Harassment

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

### 16.02 Sexual Harassment

Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes but not limited to the following:

- a) Unnecessary touching or patting

- b) Suggestive remarks or other verbal abuse
- c) Leering at a persons body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault

#### 16.03 Filing a Complaint

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or his/her designate and the president of the Local Union and deliver a copy to the alleged harasser.

#### 16.04 Privacy Respected

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

#### 16.05 Arbitrator Authority

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

- a) Dismiss the grievance or complaint;
- b) Determine the appropriate discipline up to and including dismissal or decide to impose other terms or conditions necessary to provide a final conclusive settlement of the grievance;
- c) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect;

#### 16.06 Further Action Not Prohibited

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

### **ARTICLE 17 - LEAVES OF ABSENCE**

#### 17.01 Bereavement Leave

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days' leave of absence with pay. The term "immediate

family" shall mean spouse, parents, children, brothers, sisters, mother-in-law or father-in-law.

#### 17.02 Jury Duty

Employees, who have completed their probationary period, who are summoned or subpoenaed for jury selection, jury duty, or as a witness, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employee must show the summons or subpoena, and must provide the Employer with a statement of the pay received when claiming the pay difference. Employees, released before noon on the day of such duty are expected to report for work for the balance of the day.

#### 17.03 Compassionate Leave

In the case of serious illness in the family, the Company may grant up to four (4) weeks' compassionate leave of absence without pay.

#### 17.04 Leave for Union Business

- a) If any employee of the Company should be elected to act as a delegate for the Union, he/she shall be allowed, upon sufficient notification, reasonable leave of absence without pay, **and without loss of seniority or other benefits** for the transaction of Union business; provided that not more than one (1) employee shall be absent at any one time.
- b) The exception to the above shall be the Annual Shop Stewards' meeting, for which a total of two (2) delegates may be granted leave of absence, without pay, **and without loss of seniority or other benefits**, to attend the Annual Safety Conference, which is provided for in Article 12.02 (b).
- c) **Another exception from (a) above is leave for Union bargaining whereby the Union may select up to two (2) bargaining unit members who shall be granted, upon reasonable notice, a leave of absence without pay and without loss of seniority or other benefits to attend to all business related to the negotiation of a revised Collective Agreement.**
- d) If any employee of the Company should be elected to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence, without pay, for a maximum period of two (2) years. He/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence, and with seniority accumulated, provided that not more than one (1) employee be absent at any one time.

#### 17.05 Maternity and Adoption Leave

The Employer will provide Maternity and Adoption Leave in keeping with the Employment Standards Act of British Columbia.

#### 17.06 General Leave

Upon written request to the Employer, an employee may be granted an unpaid leave of absence of up to six (6) months. Approval for such a request will be at the Employer's sole discretion. The Union will be notified of all general leaves at the time they are granted by the Employer.

Employees will not be permitted to take employment elsewhere during their leave of absence without first obtaining written approval from the Employer.

### **ARTICLE 18 - GROUP BENEFITS**

#### 18.01 Company Contributions

The Company Health and Welfare Plan, as described in Schedule "B", **and the Empire Life Insurance Company Benefit brochure dated January 2006, shall be maintained and** made available to all full time employees **and their dependants**. The Company shall contribute sixty per cent (60%) and the employee shall contribute forty per cent (40%) of the premium costs.

#### 18.02 Retention of Benefits

- a) When an employee is unable to work as a result of non-occupational injury or non-occupational illness, the benefits provided for above shall continue in effect on the basis of one month's continuation of coverage for each year of service.

Employees on Workers' Compensation shall have benefits full maintained at no cost to the employee for up to a maximum of two (2) years.

- b) The benefit coverage for employees who have completed their probationary period and who are on layoff, shall be continued for three (3) full months after the date of layoff.
- c) Employees affected are responsible for making arrangements with the Company for the payment of their share of the premiums during absence as described in sub-sections (a) and (b) above.
- d) Modification of Benefits

The benefits as currently provided by the employer shall not be changed or modified during the life of this Agreement, except by the mutual agreement of the Union and the Employer.

**e) Benefit Responsibility**

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

**ARTICLE 19 - TOOL INSURANCE AND TOOL ALLOWANCE**

19.01 Coverage

Fire and theft insurance will be provided to cover the cost of tool replacement, equal to the last list submitted by the employee. This list is to be updated on a yearly basis. There shall be a one hundred dollar (\$100.00) deductible.

19.02 Visual Signs of Break and Enter

The theft portion of this policy will cover theft of the employee's tool box and tools only from the Company's premises or from a designated working place, provided there are visual signs of breaking and entering.

19.03 Employee Responsibility

The employee is responsible for submission to the Employer of an inventory list of his/her tools before becoming eligible for tool insurance.

19.04 Tool Inventory

Tool insurance will become effective upon receipt of tool inventory. The employer will provide employees with verification from the carrier, of tool insurance as well as the employee terms and conditions of this insurance.

19.05 Tool Allowance

An employee employed in the mechanical trade shall be provided with a **twenty-five cent (25¢)** per hour tool allowance.

Effective April 1, 2005 the tool allowance will be increased five cents (5¢) per hour, to twenty cents (20¢).

Effective April 1, 2006 the tool allowance will be increased five cents (5¢) per hour, to twenty-five cents (25¢).

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

### 20.01 Definition

The parties are agreed that "technological change" means:

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

### 20.02 Introduction

Where the Company introduces or intends to introduce a technological change that:

- a) affects the terms, conditions or security of employment of any employee; and
- b) alters the basis on which the Collective Agreement was negotiated;
  - i) the Company agrees to notify the Union as far as possible in advance, of its intention, and to update the information provided as new developments arise and modifications are made;
  - ii) the foregoing notwithstanding, when the security of a significant number of employees is affected, the Company shall provide the Union with at least two (2) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out.

### 20.03 Data to be Provided

The notice and description mentioned in 20.02 shall be given in writing, and shall contain pertinent data, including:

- a) the nature of the change;
- b) the date on which the Company proposes to effect the change;

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

#### 20.04 Notice to Employees Affected

The notice mentioned in 20.02 and 20.03 and the information specified in 20.03 shall also be given to the employee or employees who will be affected by the technological change.

#### 20.05 Consultation

Where the Company has notified the Union of its intention to introduce a technological change, the parties shall meet within thirty (30) days of the notice, at which time the Union may make representations to the Company.

#### 20.06 Reduction in Number of Employees as a Result of Technological Change

- a) In the event of a reduction in the number of employees as a consequence of technological change, such reduction shall be in accordance with Article 12.
- b) Employees displaced by technological change may displace other employees in accordance with the bumping provisions of Article 12.02, or may opt for layoff status or severance pay as provided as follows: One (1) week's pay for each year of service or major fraction thereof, up to a maximum of eight (8) weeks' pay. An employee who opts for layoff status may, at any time, forfeit his/her seniority rights and be paid severance pay as provided herein.

### **ARTICLE 21 - NOTICE OF DEALERSHIP CLOSURE**

#### 21.01 Notice of Closure

The Company agrees to give two (2) months' notice of the dealership closing or any department thereof, to the Union and to the employees affected by the closure. In the event the Company cannot give notice as described herein, the Company agrees to pay the affected employees two (2) months' pay.

**ARTICLE 22 - APPRENTICES**

22.01 Apprentices

Where Apprentices are employed, the following rates shall apply:

Service Department

1st 6 months	55% of Journeyperson's rate
2nd 6 months	60% of Journeyperson's rate
3rd 6 months	65% of Journeyperson's rate
4th 6 months	70% of Journeyperson's rate
5th 6 months	75% of Journeyperson's rate
6th 6 months	80% of Journeyperson's rate
7th 6 months	85% of Journeyperson's rate
8th 6 months	90% of Journeyperson's rate

Parts Department

1st 6 months	50% of qualified Partsperson's rate
2nd 6 months	60% of qualified Partsperson's rate
3rd 6 months	70% of qualified Partsperson's rate
4th 6 months	80% of qualified Partsperson's rate
5th 6 months	90% of qualified Partsperson's rate
6th 6 months	95% of qualified Partsperson's rate

22.02 Apprentices Training

Apprentices shall be paid when attending the required Apprenticeship Training Schools, less Manpower allowances.

**ARTICLE 23 - TRAINING ADVISORY COMMITTEE**

23.01 Training Programs

During the term of this Agreement either party may request that a meeting occur regarding training programs that would be benefit to the Employer and that relate to the employees' duties. If the parties agree that such meeting will be held on the Employer's time, then the participant will not lose any regular pay. The Union representation of this Committee will not exceed one member in addition to Local Union Representation.

## **ARTICLE 24 - WAGES**

### 24.01 Wage Schedule

- a) The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties, and is a part of this Collective Agreement.
- b) The rates for the classifications set forth in this Agreement and for any subsequent, mutually agreed-to additions thereto, are the agreed upon rates for these classifications. Any employee assigned to a classification shall be paid the listed rate for that classification, except as otherwise provided herein.

### 24.02 New or Changed Job Classification

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the parties hereto are agreed to negotiate a rate for the job(s) in question.  
Pending final agreement on the rate, the Company shall set an interim rate for the new or amended category. If the final established rate is higher than the interim rate, the established rate shall be retroactive to the establishment of the new category or to the date of the change.
- b) Where there has been a gradual change in job content to the point where a higher rate ultimately becomes appropriate, the higher rate shall be retroactive to the date when the changed situation was first indicated to the Company.
- c) If the parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

### 24.03 Work in a Different Classification

Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works more than two (2) consecutive hours in any one (1) day in the higher classification.

Any employee assigned by Management to work in a lower classification shall maintain their regular classification rate of pay while performing such work.

#### 24.04 Wages Paid

Wages shall be paid every second Friday, with a maximum of five (5) working days' pay held back, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period.

#### 24.05 Electronic Paycheque Transfer

Payroll will be done by electronic paycheque transfer and will provide for employees to receive their monies and pay stubs every second Friday. The Employer will make every reasonable effort to ensure that monies are deposited into employee's accounts by noon on each payday.

#### 24.06 Flat Rate

The Company agrees effective January 1, 1993 to implement a flat rate system for its mechanical employees which will guarantee employees forty (40) hours pay per week. The flat rate will be based on the Mitchell Manual except Nissan Warranty which will be based on Nissan Warranty Manual.

The Company agrees to distribute mechanical work as equitable as possible. The employees on flat rate realize that an employee who has "surplus hours" in the system cannot absent themselves from work without mutual agreement between management and the employee concerned.

### **ARTICLE 25 - DURATION**

#### 25.01 Effective Date

This Agreement shall be in full force and effect from September 1<sup>st</sup>, **2007** to and including March 31<sup>st</sup>, **2010** and shall continue in full force and effect from year to year thereafter subject to the rights of either Party to this Agreement within four (4) months immediately preceding the expiry date of March 31<sup>st</sup>, **2010** or the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

#### 25.02 Collective Agreement Continues

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

25.03 Exclusion of Section 66(2)

By agreement of the Parties hereto, the provisions of Section 66(2) of the Industrial Relations Act of British Columbia are specifically excluded.

25.04 Savings Clause

In the event that any future legislation renders null and void any provision(s) of the Collective Agreement, the following shall apply.

- a) The remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement.
- b) The Employer and the Union shall immediately negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void.
- c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be forwarded to Arbitration.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative

**SCHEDULE "A" - WAGE RATES**

Effective:	April 1, 2007	April 1, 2008	April 1, 2009
Journeyman/Mechanic	\$ 28.57	\$ 29.28	\$ 30.01
Service Writer	\$ 26.19	\$ 26.78	\$ 27.39
Journeyman/Parts	\$ 25.94	\$ 26.52	\$ 27.12
Parts Driver	\$ 15.79	\$ 16.14	\$ 16.51
Bookkeeper	\$ 16.62	\$ 16.99	\$ 17.37
Senior Reception/Clerk	\$ 15.35	\$ 15.70	\$ 16.05
Lotperson	\$ 13.02	\$ 13.31	\$ 13.61
Detailer	- 1 <sup>st</sup> 3 months	\$ 15.80	\$ 16.52
	- Thereafter	\$ 17.01	\$ 17.79
Carwasher	- 1 <sup>st</sup> 3 months	\$ 10.92	\$ 11.42
	- Thereafter	\$ 12.13	\$ 12.68
Lubeperson	- 1 <sup>st</sup> 3 months	\$ 14.93	\$ 15.61
	- Thereafter	\$ 16.00	\$ 16.73

**Non-Tech Increases:**

April 1, 2007	2%
April 1, 2008	2.25%
April 1, 2009	2.25%

**Tech Increases:**

April 1, 2007	2.25%
April 1, 2008	2.5%
April 1, 2009	2.5%

**Wage Rate for Employees on Probation**

Employees while on probation will be paid a rate equivalent to 10% less than the classification rate shown above. Upon successful completion of his/her probation period, the employee will assume the appropriate rate as set out above.

**GROUP RRSP PLAN**

The Employer will make a plan available to employees whereby they are able to have deductions made at source.

On April 01, 2003, should the employee choose to contribute fifteen cents (\$0.15) per hour worked to the plan, then the Employer will match this amount.

The plan will lock in the Employer's contribution such that the employee will only be eligible to receive such funds upon retirement or upon termination of their employment with New Pacific Nissan.

Employees shall be permitted to contribute more money to their Group RRSP without the Employer matching the amount, but employees must make such request in writing and may only make the request once every calendar year.

## SCHEDULE "B" - BENEFIT COVERAGE PLAN

LIFE INSURANCE	<b>1.5 X</b> Gross annual wages to maximum of <b>\$100,000.00</b> . Coverage to be calculated to the nearest \$500.00 of gross annual wages and adjustments to be made semi-annually for changes in wage rates.
ACCIDENTAL DEATH AND DISMEMBERMENT	As above
WEEKLY INDEMNITY	Coverage 1st day of accident 1st day of hospitalization 4th day of sickness 26 week maximum period Amount of coverage 66.2/3% of gross wages to a maximum of \$800.00 per week.
EXTENDED HEALTH BENEFIT	\$25.00 deductible  Unlimited semi-private hospital Paramedicals
VISION CARE - Effective April 1 <sup>st</sup> , 2007	<b>\$250.00</b> maximum every 24 months
LONG TERM DISABILITY	26 week waiting period non-occupational 60% of gross wages to <b>\$3,000.00</b> monthly maximum.
DENTAL	<b>Maximum for basic coverage to be \$1,500.00 per person, per annum. Maximum for major to be \$1,500.00 per person, per annum. Maximum for Orthodontics to be \$2,500.00 per person, per lifetime.</b>
MEDICAL - British Columbia Medical Plan	The Company shall supply to the Union and each employee an outlined brochure of all the Company paid benefits.

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN: NEW PACIFIC NISSAN LTD.

AND: NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA), LOCAL 114

Re: SUPERVISORY WORK - ARTICLE 1.03

The parties agree that the present arrangement, whereby the Supervisors perform a limited amount of work which is not normally performed by bargaining unit employees, shall not be extended.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative

**LETTER OF UNDERSTANDING NO. 2**

BETWEEN: NEW PACIFIC NISSAN LTD.

AND: NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA), LOCAL 114

RE: PART TIME CLERK

A Part-time clerk is an employee who works fifteen (15) hours or less per week to assist Full-time office employees in the performance of their work. No Full-time employee shall be laid off or have his/her hours reduced because of the performance of such work.

Part-time employees shall be paid at the "General Clerk 1st three (3) months" rate plus B.C. Medical Plan. When a Part-time employee works in excess of fifteen (15) hours in any one (1) week, he/she shall be paid at the "General Clerk Thereafter" rate plus B.C. Medical Plan, provided he/she has been employed for over three (3) months.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative

**LETTER OF UNDERSTANDING NO. 3**

BETWEEN: NEW PACIFIC NISSAN LTD.

AND: NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA), LOCAL 114

RE: GROUP BENEFITS

When we negotiated the Group Benefits, Article 18.01, there was discussion and agreement that all of the full-time employees in the bargaining unit will participate in these group benefits as a condition of continued employment.

The Parties have agreed that this should be documented in a letter rather than being written into the collective agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative

**LETTER OF UNDERSTANDING NO. 4**

Between: NEW PACIFIC NISSAN

And: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA), LOCAL 114

RE: LUBEPERSON

Effective November 1, 1995 a Lubeperson position will be created. In addition to normal duties associated with this responsibility, tire changing, repairs and balancing will be included. Only one (1) Lubeperson can be employed for every five (5) journeypersons. No current journeyperson employed on the effective date of this agreement shall be laid off or otherwise lose hours of employment because of the employment of a Lubeperson.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative

## LETTER OF UNDERSTANDING NO. 5

Between: NEW PACIFIC NISSAN

And: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-  
CANADA), LOCAL 114

RE: CASUAL HIGH SCHOOL STUDENT

The Parties agree, without precedent or prejudice, that a student may work as a casual Lot Person for up to thirty (30) hours per week but to a maximum of six (6) days per week. In doing so, the employee will be scheduled to work between 4:30 p.m. and 9:00 p.m. Monday through Friday and during regular hours on Saturdays and Sundays. Such scheduled work will be at the regular hourly wage without any premiums applying except for all work performed on the seventh (7<sup>th</sup>) continuous day worked in any week. Work on a seventh continuous day shall be voluntary.

The parties further agree that the Employer may utilize two (2) students to perform the work but the hours per week for both students cannot total more than thirty (30) hours.

Effective September 1, 2006 = \$8.43 per hour.

The following articles in this agreement do not apply for Casual Students:

- Article 4 Hours of Work (except for clauses 4.03 and 4.05 – lunch and rest periods where applicable)
- Article 6 Vacations (except that casual student will be paid 4% vacation pay every pay day)
- Article 12 Seniority
- Article 13 Guarantee (except that a four (4) hour minimum will apply when scheduled or called in to work on a Saturday or Sunday. All other occasions a two (2) hour minimum will apply.)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Shirley Loo  
President

\_\_\_\_\_  
Shean MacDonald  
Committeeperson

\_\_\_\_\_  
Dave Moffatt  
Employer Representative

\_\_\_\_\_  
Kevin Hancock  
National Representative