

Collective Agreement

Between

Dearborn Motors Ltd.

And

**Communications, Energy and
Paperworkers Union of Canada**

Local 10-B

2009 – 2012

Kamloops, B.C.

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PREAMBLE

The Parties to this Agreement are DEARBORN MOTORS LTD. (Kamloops, B.C.) and COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, LOCAL 10 – B.

The purpose of this Agreement is to set forth rates of pay, hours of work and conditions of employment to be observed by the Parties and to provide a method for the orderly adjustment of grievances.

Now therefore the Parties hereto mutually agree as follows:

ARTICLE 1 – RECOGNITION

1.01 Bargaining Agency

The Company recognizes the Union as the sole and exclusive bargaining Agency for its employees.

1.02 Definition of Employee

The term "employee" is used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf the Union has been certified as bargaining agent in accordance with the Certification as issued by the Labour Relations Board.

1.03 Work Retention

It is recognized that for the practical and efficient operation of the business there may be emergency situations when a supervisor must help. Such occasions must be temporary in nature and must not result in the displacement or exclusion of employees under this Agreement. This also includes that no regular bargaining unit member is laid off as a direct result of the regular hours of work or overtime opportunities are not affected, and neither shall such work be performed to preclude the hiring of a bargaining unit member.

Emergency situations are defined as a vacancy due to illness, recall period or during a period of high volume calling.

Management will be limited to a maximum of ten (10) answered calls a day. When such occasions exist the Company will supply the Union with a copy of all work performed on a daily basis.

The Company agrees that no excluded personnel of the Company will perform the job of bargaining unit member who is on layoff.

1.04 Casual and Part Time Employees

(a) The Company may hire casual employees to augment the regular workforce in non trade-certified positions on a temporary basis where approved absence or work projects require, subject to the following:

(i) No more than one (1) casual employee may be employed in any classification except with the mutual agreement of the Company and Union.

(ii) No regular employee shall lose wages or benefits as a direct result of the use of casual employees;

(b) The Company may hire part time employees in office, reconditioning, parts delivery, and general helper positions to augment the regular workforce, subject to the following:

(i) No regular employee shall lose wages or benefits as a direct result of the use of part time employees;

- (ii) A part time employee who works more than twenty-five (25) hours in a week shall be entitled to full Health and Welfare benefits, as outlined in this Agreement.

1.05 Contacting Out

The Company shall confer with the Union, in advance, whenever it is intended to contract out any work. The Company will not contract out any work if, as a result, an employee is laid off or an employee's regular hours of work are reduced.

Any further situation where this occurs will result in not using the supplier in question for further work.

ARTICLE 2 – PART A: UNION SECURITY

2.01 Union Dues

- (a) 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, shall be forwarded to the Union, not later than the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof.
- (b) Cheques shall be made payable and forwarded to the Local Union.
- (c) The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of any error committed by the Company.
- (d) New employees will be introduced to the Shop Steward. The Shop Steward shall be allowed to familiarize the new employee with the terms and conditions of employment.

2.02 Maintenance of Union Membership

- (a) 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 2.01 (a) hereof.
- (b) All probationary and temporary employees must become members of the Union within thirty (30) calendar days of their date of hire.

2.03 Union Representatives

The Company agrees to recognize employees who are elected as a Union representative(s). The Union agrees to notify the Company in writing of the name(s) of the Union representative(s) elected.

In the exercise of his/her functions one Union representative will first inform his/her immediate supervisor prior to leaving his/her regularly assigned duties to carry out any investigation and/or settlement of formal grievances. The Union

agrees that there will be no more than two (2) Union representatives off the operating shift at one time for the purpose of the grievance procedure. Should more than one Union representative be required, he/she will first obtain the permission of the Company prior to leaving his/her regularly assigned duties. Such permission shall not be unreasonably withheld. Time spent handling grievances shall be considered time work.

2.04 Union Local Representative Access

The Local Union representative will be granted access to the Company's premises by notifying the Service Manager or his/her designate and subject to such conditions as may be prescribed (i.e. lunch time).

2.05 Bulletin Boards

The Union will have the exclusive use of three (3) bulletin boards provided by the Company, for the purposes of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

ARTICLE 2 – PART B: MANAGEMENT’S RIGHTS

The Union agrees that the management and control of the Company's business and the direction and control of the Company's work forces are vested exclusively in the Company, subject only to the limitations imposed upon the Company by the express provisions of this Agreement. The Union further recognizes and agrees, that the Company retains all customary rights, responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this Agreement and any Federal and Provincial Codes that apply, (Employment Standards Act, Labour Code, and Worker's Compensation Act).

ARTICLE 3 – HOURS OF WORK

3.01 Work Week

- (a) The work day shall be defined as eight (8) consecutive hours, exclusive of one-half (1/2) hour lunch period, between the hours of 6:00 a.m. and 9:00 p.m.
- (b) The regular work week shall be forty (40) hours, between Monday and Saturday. Regular employees shall be scheduled two (2) consecutive days off, one of which will be a Sunday. Subject to qualifications and ability, senior employees within a classification are to have the choice of shifts if more than one shift is worked.
- (c) The Company shall have the right to implement other schedules. In the event that the hours of work and the shifts are to be adjusted, the employees affected will be provided with five (5) days advance notice.
- (d) The provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week.

- (e) Employees in the Parts Department who are scheduled to work on a Saturday shall be paid eight (8) hours inclusive of a one-half (1/2) hour lunch period.

3.02 Lunch Periods

- (a) An employee shall be entitled to one-half (1/2) hour on his/her own time within five (5) consecutive working hours of the start of the shift.
- (b) 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 (1/2) 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 hour limit, he/she will be paid one-half (1/2) hour at overtime rates, and shall, nevertheless, be provided with sufficient time off to eat.

3.03 Clean Up Time

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

3.04 Rest Periods

The Company agrees to designate for all employees two (2) fifteen (15) minute rest periods, each day, one (1) in the forenoon and the other in the afternoon, without loss of pay.

ARTICLE 4 – OVERTIME

4.01 Defined

Approved time worked in excess of forty (40) hours per week or eight (8) hours per day shall be considered as overtime.

4.02 Overtime Premiums

All overtime hours shall be paid as follows:

- (a) Time and one-half (1½) for the first two (2) hours worked in excess of eight (8) hours on regular shift days, for all hours worked in excess of forty (40) hours per week, and the first four (4) hours worked on the sixth (6th) day.
- (b) Double time for all hours worked in excess of forty-eight (48) hours per week, in excess of ten (10) hours worked per day, in excess of four (4) hours worked on the sixth (6th) day, and for all hours worked on Sundays and Statutory Holidays.

4.03 Overtime Distribution and Assignments

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

- (b) The Company will minimize the requirement to work overtime. However, where required, the Parties agree to cooperate in meeting overtime requirements. An employee will not be required to work overtime in a personal emergency situation.
- (c) It shall be mutually agreed between the Company and the Union to allow employees to bank their overtime. Banked overtime hours may only be used as time off during slow periods as determined by the Company and the Union.

4.04 Meal and Rest Periods

Employee(s) requested to work any time beyond two (2) hours overtime at the end of their shift shall receive a fifteen (15) minute rest period, at straight time, to eat a Company supplied meal, before commencing the overtime rate.

4.05 After Work Courses

The Company agrees that any Bargaining Unit employee who attends Company required training after a regular contractual work day or work week, will be reimbursed at their straight time hourly rate.

- (a) Expenses for Out of Town Courses – The Company agree to pay the expenses for employees while attending course out of town as follows:
 - hotel room including taxes, shall be paid in advance
 - \$50 per day meal allowance when receipts are submitted
- (b) Self-study is not paid time.
- (c) The Company agrees to pay Travel Time for Company required training at the employee's straight time hourly rate.

4.06 Call-In Pay

- (a) Employees who are scheduled and who report for their scheduled shift and for whom no work is available on their reporting for work will receive four (4) hours straight-time pay.
- (b) Employees who are scheduled and who actually commence work will receive a minimum of four (4) hours straight-time pay. It is understood that the employee may be required to work the four (4) hours.
- (c) The provisions of this section shall not apply where the Company gives notice to the employee canceling the scheduled shift due to inclement weather or other reasons beyond the control of the Company.

4.07 On Call

Employees that are on call by mutual agreement and a written request from the Company shall receive a minimum of four (4) hours pay for that day.

ARTICLE 5 – VACATIONS

Annual vacations for regular employees who have achieved seniority status shall be granted in accordance with the following:

5.01 Vacation Accruals

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

- (a) Following one (1) year continuous employment, two (2) weeks vacation with pay at four (4) percent of the employee's gross earnings of the previous year.
- (b) Following five (5) years continuous employment, three (3) weeks vacation with pay at six (6) percent of the employee's gross earnings of the previous year.
- (c) Following ten (10) years continuous employment, four (4) weeks vacation with pay at eight (8) percent of the employee's gross earnings of the previous year.

5.02 Vacation Scheduling

- (a) Vacation scheduling will be arranged during the month of February each year in accordance with seniority within a department, provided that the integrity of the operations and safety of the employees are not compromised. Where two (2) or more employees in the same department request the same date(s) for vacations, the most senior employee will have first selection. Confirmation will be given to employees by March thirty-first (31) of each year.
- (b) The vacation schedule shall be posted by February first (1) of each year. Seniority, for the purpose of taking annual vacations, will govern up to February twenty-eight (28), after which employees who apply will be granted annual vacations on a "first come, first served" basis.
- (c) The Company will attempt to grant the employees vacations at a time convenient to the employee provided that there shall be: only one (1) person per skill category in the Service, Parts, Body Shop and Clerical, and two (2) persons per skill category in the Fast Lane; no more than three (3) persons per department on vacation at any time except for Service where the number will be five (5), no more than three (3) will be technicians, one (1) will be a Service Writer/ Support and one (1) Driver. The Company agrees to consult with the Department Shop Steward, on an ongoing basis, to facilitate vacation scheduling.
- (d) Prime Time vacation period will be June, July and August, in which only two (2) weeks vacation should be taken. Confirmation will be given to employees by March thirty-first (31) of each year.
- (e) Management will provide employees with written confirmation of vacation approval within seven (7) days of the submission for vacation is received. Management or employee will not change the approval after confirmation is given, unless mutually agreed upon by the Employee and Management.

5.03 Vacation Pay Draw

- (a) Provided that the employee has scheduled and received prior approval to take annual vacation, they shall be entitled to draw their vacation pay consistent with the regular pay day immediately preceding the commencement of their annual vacation.
- (b) Vacations can be bought out after three (3) weeks have been taken.
- (c) An employee whose employment ceases for any reason shall be paid with their final pay any unused and accrued vacation entitlement.

5.04 Vacation Periods

- (a) One (1) week of vacation will be allowed to be broken up and taken as one (1) day vacations. Confirmation will be given to the employee no later than seven (7) days after the request for vacation is received.
- (b) While choosing vacations an employee may hold one (1) week in the vacation bank. After all employees have chosen their full week vacation entitlements or after March first (1), an employee may then submit for single day vacations.

Single day vacations will be requested with at least fourteen (14) days, (calendar days), notice unless mutually agreed upon by the employee and Company.

A full week's vacation will have priority over a less than full week's vacation during prime time, (June, July, August).

- (c) Employees on annual vacation who become seriously ill or disabled and as a result are required to suspend their vacation and qualify for wage indemnity in accordance with this Agreement may reschedule their unused vacation credits at some future mutually agreeable time within the vacation year.

5.05 Banking Vacations

- (a) Employees are encouraged to schedule and take all accrued vacation entitlements each vacation year. All earned vacation entitlements must be scheduled and completed within each vacation year unless approved otherwise by the Company.
- (b) An employee entitled to more than three (3) weeks vacation may bank the excess and thereafter use up to four (4) weeks of the deferred entitlement in any one (1) vacation year. Employees electing this option must notify the Company on the form provided by February first (1st) each year of their intentions.
- (c) Vacation pay will be paid at the time the deferred vacation is taken.

5.06 Statutory Holiday During Vacation

Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, he/she may either extend their vacation by one (1) day with pay

or receive a mutually agreed additional day off with pay before his/her next annual vacation, or, alternatively, receive a days pay in lieu.

5.07 Recall from Vacation

- (a) Any employee who is recalled to work while on vacation shall receive on each day of recall time and a half (1 ½) for the first four (4) hours and double time thereafter.
- (b) Any employee reporting for work while on vacation will do so on a voluntary basis.

ARTICLE 6 – STATUTORY HOLIDAYS

6.01 Days Observed

Employees shall receive the following Statutory Holidays with pay at their regular straight time rate:

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

6.02 Stats During Regular Days Off

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

6.03 Pay in Addition to Overtime

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

6.04 Qualifications

- (a) To qualify for payment for the Statutory Holiday an employee must have been employed and on the payroll of the Company thirty (30) calendar days prior to the Statutory Holiday. In addition, the employee must have worked his/her regular scheduled shift immediately preceding, and the shift immediately following, the Statutory Holiday.
- (b) Where an employee who is sick for the shift immediately preceding or the shift immediately following a Statutory Holiday but who has a doctors note shall be paid for the holiday.

ARTICLE 7 – GRIEVANCE PROCEDURE

Either Party to this Agreement may file a grievance on any difference between the Parties concerning the application, interpretation, administration or violation of the provisions of the Agreement.

7.01 Grievance Procedure Steps

In the event that a grievance should arise, it shall be dealt with in the following manner:

The Employee involved, with or without the Shop Steward, shall first take up the matter with the Supervisor directly in charge of the work, within fourteen (14) days from the occurrence of the event or events giving rise to the grievance, or from the time when the employee has knowledge or may be reasonably presumed to have knowledge of such event or events.

If the grievance is not satisfactorily resolved following such discussion, the employee and/or the Union may submit a written grievance.

Step 1 If a satisfactory settlement is not then reached, it shall be reduced to writing and presented by the Griever and the Shop Steward within fourteen (14) days to the Department Manager or designate who shall respond in writing within fourteen (14) days.

Step 2 Failing satisfactory settlement at Step 1, the Unit Chairperson and the Shop Steward may submit the grievance within fourteen (14) days to the Company Standing Committee which shall respond in writing within fourteen (14) days.

Step 3 Failing settlement at Step 2, the Unit Chairperson and the Local Union President, or his/her designate, may within fourteen (14) days of the step 2 response, meet with the General Manager or designate, in order to attempt to settle the grievance. At this Step, arrangements can be made for other Union Officers of the Local or National Union, and other Company Representatives to attend.

The General Manager shall render a decision, in writing, within fourteen (14) days of the Step 3 meeting.

Step 4 Failing settlement at Step 3, the grievance may be referred to an arbitration procedure as agreed to between the Parties.

7.02 Certain Grievances to Step 3

Discharge and other mutually agreed on grievances shall be admitted at Step 3 of the grievance procedure.

7.03 Time Limits

In the event that a grievance is not advanced to the next step within the time limit(s) specified in Section 7.01, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance and arbitration procedure of this Agreement in respect of this grievance shall be at an end.

The time limits between steps may be extended by mutual agreement, in writing.

ARTICLE 8 – ARBITRATION PROCEDURE

8.01 Single Arbitrator

Any grievance arising out of this Agreement which cannot be settled by the Company and the Union, under the grievance procedure as per Article 7 of this Agreement, shall be determined in the following manner:

- (a) The Parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the Party requesting arbitration has delivered written notice.
- (b) In the event that the Parties fail to agree on the choice of the arbitrator they shall forthwith request the Minister of Labour of B.C. to appoint an arbitrator, under Section 86 of the Labour Relations Code.
- (c) The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the conclusion hearing. This time limit may be extended by the mutual agreement of the Parties.
- (d) The decision of the arbitrator shall be final and binding on both Parties.
- (e) Each Party shall bear one-half (1/2) the cost of the arbitrator.
- (f) The arbitrator or board of arbitration shall be restricted to the authority set out at Section 82 (2) of the Labour Relations Code of British Columbia with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or supplement this Agreement in any way.

8.02 Three Person Arbitration Board

The grievance may be referred to a three (3) person board of arbitration consisting of a Chairman, a Representative selected by the Union and a Representative selected by the Company. The respective representatives shall meet and select a Chairman of the arbitration board. In the case of a three (3) person board of arbitration, each Party shall be responsible for the costs and expenses of their nominee to the board of arbitration and one-half (1/2) the costs and expenses of the arbitrator.

ARTICLE 9 – DISCIPLINE

The Company can discipline any employee for just cause.

9.01 Written Notice of Formal Discipline

All disciplinary action beyond a verbal warning shall be presented to the employee in writing. A copy of such notices shall be forwarded to the Unit Chairperson.

The Company has five (5) days from the date an incident is discovered, to present any disciplinary action to an employee.

9.02 Shop Steward Present

The presence of the Union is mandatory at any closed-door meeting between and employee and management or a meeting which an employee is disciplined or may be disciplined. The Company will notify the employee in advance, of the purpose of the meeting, so that the employee may contact his/her Union.

9.03 Personnel File

- (a) In order to facilitate the investigation of a grievance, an employee or the Unit Chairperson, or his/her designate, with the written permission of the employee, shall be entitled to review the employee's personnel file in the presence of a Company Representative.
- (b) Any formal notice of disciplinary action shall be cancelled after eighteen (18) months. No mention of the disciplinary action may be raised against the employee thereafter.

9.04 Picket Lines

No part of this Agreement shall be used by the Company to require an employee to cross a lawful picket line which prevents them from reporting to their regularly scheduled place of work.

ARTICLE 10 – SHOP HEALTH AND SAFETY

The Company and the Union realize the benefits to all parties derived from adherence to safety rules, policies, safe work practices and procedures that promote and maintain a safe and healthy workplace.

10.01 Health and Safety Responsibilities

The Company shall make adequate provisions for the health and safety of the employees during the hours of their employment. The Union agrees to cooperate fully with the Company to promote the adherence to health and safety rules, policies, safe work practices and the following procedures:

- (a) Employees shall report to their supervisor any unsafe equipment or conditions.
- (b) The supervisor shall investigate the unsafe equipment or condition reported promptly and shall take steps deemed necessary to correct the unsafe condition.

10.02 Joint Health and Safety Committee

- (a) A Joint Health and Safety Committee, consisting of one (1) employee per department selected by the Union and Company representatives, shall meet and operate in accordance with the W.C.B. Accident Prevention Regulations. Minutes of such meetings shall be posted on the notice board.
- (b) Employees shall be compensated at regular rates of pay for time spent at Joint Health and Safety Committee meetings.

- (c) In addition to the foregoing, environmental matters which relate to the workplace may be addressed through the Joint Health and Safety Committee.

10.03 Union Representative to be Included in Inspector's Tour

When a shop inspection is made by an Inspector authorized to enforce the W.C.B. Regulations or the Factories Act, a Union representative of the Joint Health and Safety Committee shall be included in the tour, and a copy of the Inspector's report shall be made available to the Committee.

10.04 Company Supplied Protective Devices

The Company shall provide adequate protective devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company. Where the nature of the task assigned requires special equipment or protective devices, such equipment will be provided by the Company. An acid-proof apron shall be available for the use of employees handling corrosive material.

10.05 Company Supplied Clothing

All uniforms or coveralls necessary in the performance of the employee's work shall be furnished and maintained by the Company at no cost to the employee.

10.06 Company Facilities

The Company shall provide:

- (a) Washing facilities which shall include hot and cold water, wash basins, hand cleanser, and towels;
- (b) Lockers for the protection of employee's clothes and personal belongings;
- (c) Lunch space(s) of a sufficient size to accommodate the employees;
- (d) Adequate heat, light and ventilation in accordance with Provincial regulations.

10.07 First Aid Attendant's Premium

- (a) If an employee, in addition to his/her regular work, is the holder of an Industrial First Aid Certificate and is designated as a First Aid Attendant, he/she shall receive one (\$1.00) dollar per hour, in addition to his/her regular rate.
- (b) The Company shall reimburse course fees and book costs to designated employees who successfully complete the Industrial First Aid Course.
- (c) Designated First Aid Attendants shall have the option of attending Industrial First Aid training courses during the two (2) week day time session or the four (4) week evening session, subject to workload in their classification.

- (d) Any employee that holds a valid First Aid Certificate will receive seventy-five (\$0.75) cents per hour.

10.08 Safety Equipment Allowance

The Company agrees to pay annually to employees one hundred fifty (\$150.00) dollars for safety footwear allowance, on May First (1st) of each contract year.

ARTICLE 11 – SENIORITY

The Parties recognize the principle of seniority in their application to the promotion, demotion, transfer, layoff and recall of an employee, providing the employee has the qualifications and ability to perform the work.

11.01 Definitions

- (a) Company seniority is defined as the length of continuous service with the Company.
- (b) Department seniority is defined as the length of continuous service in the department concerned.

11.02 Seniority Maintained and Accumulated

Seniority Will Be Maintained and Accumulated During:

- (a) Absence caused by occupational injury;
- (b) Temporary illness, disability or non-occupational injury causing absence, not exceeding twelve (12) months;
- (c) leaves of absence pursuant to Article fifteen (15).

11.03 Seniority Lost Due To

An employee shall lose their seniority for the following reasons:

- (a) Voluntary quit;
- (b) discharged for cause and not reinstated under the grievance procedure;
- (c) Laid off and fails to return upon recall by the Company;
- (d) Abandons their position as a result of failure to return when cleared to return from approved absence subject to the grievance procedure;
- (e) Laid off and is not recalled within the recall period.

11.04 Recall Procedure

- (a) Laid off employees will be given the first opportunity to be rehired, in order of seniority. Failure of the employee to report for work within two (2) weeks of notice by registered mail, at the last address reported to and received by the Company, shall result in termination of employment with

the Company. Bona fide reasons for failure to report shall not deprive an employee of their recall rights.

- (b) In the event work becomes available within the notice period outlined above the employer may call in laid off employees on a day by day basis by seniority. Any such call made will be done in the presence of a Union Officer. Where a senior person is not immediately available or declines the opportunity to work the next senior person may be called as above and so forth down the seniority list as necessary. Seniority rights will be credited to the senior persons only, as if they were indeed available to work. Employees not available for work when called will not be required to give Bona fide reasons why they are unable to or were unable to report as the case may be. Accordingly, the Company shall not deprive the employee of the rights and benefits they would otherwise be entitled to. The Parties recognize that this procedural variance is not intended to create part time employees nor frustrate the recall rights of employees on layoff and therefore can be cancelled by the Union with 30 days notice.
- (c) Recalled employees will be credited with the seniority they had at the date of layoff.
- (d) Seniority will be maintained and accumulated during layoff in accordance with the following:
 - (i) end of probationary period to six (6) months, for up to one (1) month;
 - (ii) six (6) month's service up to one (1) year, for up to three (3) months;
 - (iii) twelve (12) month's service and longer, for up to twelve (12) months.

11.05 Hiring While Employees on Layoffs

A new employee will not be hired in a department while employees with recall rights in that department are on layoff except in the case of the entry level positions, Washer and Driver.

11.06 Layoff Procedure

- (a) In the event of any layoff, the provisions of the Employment Standards Act will apply.
- (b) A reduction in hours of work due to operational conditions, a total or partial shutdown due to an emergency or condition outside the control of the Company or other reason shall not constitute a layoff.
- (c) When a layoff becomes necessary, probationary employees shall be laid off first. If a reduction in the regular work force is deemed necessary, the Company will first affect the layoff by seniority in the department of the Company where the layoff is required. Where recognized Trades positions are concerned, apprentices will be affected by the reduction first and in accordance with Article 11 – SENIORITY may exercise their bumping rights within the department prior to exercising their seniority on

a Company wide basis. The Company may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

11.07 Seniority Lists

The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days and will establish the seniority, regular rate, and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. Employee's name;
2. Employee's starting date;
3. Employee's length of service in years and days;
4. Employee's regular classification;
5. Probationary employees will also be shown on the list.

11.08 Seniority Lists – Additional

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

11.09 Probationary Period

Regular employees will be regarded as on probation for the first ninety (90) calendar days of employment, exclusive of absences. Upon successful completion of the probationary period, the employee will be placed on the seniority list with seniority retroactive to the date of hire.

ARTICLE 12 – VACANCIES AND PROMOTIONS

A position which becomes vacant, if filled by the Company, will be given to the most qualified and able applicant. Prior to hiring from outside the Unit, the Company will consider applications from current employees of the Company. All applications shall be in writing.

12.01 Selection by Seniority

Where the qualifications and ability of two (2) or more applicants are equal, the most senior candidate will be selected in accordance with principles set forth in Article eleven (11), Seniority.

12.02 Selection Criteria

For the purposes of this Article, the Company will consider the employee's performance, record of attendance, safety, discipline, as well as other relevant criteria in selecting the best applicant.

12.03 Posting and Selection

- (a) Where a job vacancy occurs or a new position in the Unit is created, a notice shall be posted on the appropriate bulletin boards for a period of five (5) working days prior to the filling of the vacancy.
- (b) Where possible, a candidate will be selected and the position awarded within five (5) working days of the expiry of the vacancy period.

12.04 Trial Period

An employee awarded the vacant position, and who is unable to continue to perform the position duties to the satisfaction of the Company, or who at the option of the employee, within a maximum of thirty (30) calendar days, will be reassigned to his/her former position without loss of seniority.

12.05 Temporary Posting During Selection

When necessary, vacancies may be filled on a temporary basis until the successful bidder for the posted job vacancy is selected in accordance with Article twelve (12).

12.06 Return from Supervisory Posting

It is agreed that persons may be transferred out of the bargaining unit for supervisory purposes, for a period not to exceed thirty (30) working days, and return to the bargaining unit and the job previously held without loss of seniority. The period may be extended by mutual agreement between the Company and the Union.

ARTICLE 13 – GENERAL PROVISIONS

13.01 Savings Clause

The provisions of the Agreement conform to all applicable laws and statutes of Canada and the Province of British Columbia. Should any of the provisions of this Agreement be deemed to violate and subsequently amended laws and/or statutes of Canada or the Province of British Columbia, the Parties agree to renegotiate such provision and the balance of the provisions of the Agreement will continue in full force and effect for the duration of the Agreement.

13.02 No Strikes or Lockouts

The Parties agree there shall be no strikes or lockouts during the term of this Agreement.

13.03 Conflict of Interest

No employee shall solicit any work on Company premises or undertake work outside the Company premises which is competitive to the Company.

13.04 Tool Insurance

- (a) Fire and Theft Tool Insurance will be provided up to a maximum coverage of fifty thousand (\$50,000) dollars. Company to pay deductible.
- (b) This policy will only cover theft of employee's tools on the Company premises or designated working place, provided the tools were properly secured and there is proof of loss.
- (c) The employee is responsible to submit to the Company an inventory of his/her tools before being eligible for tool insurance.

13.05 Tool Replacement

Where an employee owned tool must be modified or damaged to perform a job the Company shall repair or replace the tool at no cost to the employee, provided that:

- (a) The modification or damage occurs during the performance of the employee's assigned duties;
- (b) The supervisor is advised and approves of the modification required, or of the potential for tool damage, before the job proceeds;
- (c) The modification required, or damage sustained, is not a result of negligence, abuse or normal wear and tear;
- (d) Where an employee owned tool is required to be modified by the Company and, as a result, the tool is replaced by the Company, the modified too will become the property of the Company.
- (e) Torque Wrench recalibration will be paid for by the Company one (1) time per employee per contract year.

ARTICLE 14 – HARASSMENT AND DISCRIMINATION

- 14.01 DEARBORN MOTORS LTD. And C.E.P. LOCAL 10-B recognizes the importance of maintaining a work environment that is free of harassment and discrimination. Therefore the Company agrees to provide a work environment that is free of discrimination and harassment. Such an environment does not condone an atmosphere where an employee is subjected to offensive remarks, behavior or surroundings that create intimidating, hostile or humiliating conditions.

Harassment means intimidation that is repeated and or unwelcome whether it is verbal, written, or physical and which;

- prejudices the complainants job security, or
- undermines an employees job performance, or
- is perceived on the part of the complainant to create a negative physiological or emotional state.

The Company and the Union agree to make every effort to eliminate sexual harassment in the workplace.

This clause shall apply to all persons employed by DEARBORN MOTORS LTD. The filing of a complaint will not prejudice the job security or promotional opportunities of the complainant. All information and supporting witnesses relevant to complaint shall be treated as privileged and strictly confidential.

14.02 Joint Investigation Committee

The Parties agree to set up a Joint Harassment Investigation Committee which will consist of two (2) from management and two (2) from the Union. It is agreed that the Committee will set up procedures for investigating a complaint and make recommendations for resolving a complaint as soon as possible.

14.03 Human Rights Code

The Parties hereto subscribe to the principles of the Human Rights Code.

ARTICLE 15 – LEAVES OF ABSENCE

The Company will grant, with sufficient notice, a leave of absence under the following circumstances.

15.01 Compassionate Leave

In the case of a death in the immediate family of an employee the Company shall grant up to three (3) days paid leave of absence from regular scheduled shifts at the employee's regular rate of pay. The immediate family shall be: Mother, Father, Spouse, Children, Brother(s), Sister(s), Grandparents, Grandchildren, Mother -In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Stepmother, Stepfather and Stepchildren.

15.02 Jury Duty

Any employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown witness on a day which he/she would have normally been scheduled to work will be reimbursed by the Company for the difference between his/her regular rate of pay and the pay received for such duty. This paragraph shall not apply to probationary employees.

15.03 Union Business

(a) If any employee 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 for the transaction of Union business, provided that not more than two (2) employees shall be absent at any one time unless mutually agreed.

(b) If any employee 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 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.

15.04 Personal Reasons

An employee may request a leave of absence and such permission shall not be unreasonably withheld. The basis of such refusal shall be when such leaves will unduly affect the efficient operation of the business. Such leaves of absence will be mutually agreed upon by the Company and Union. If the employee takes a job elsewhere during this leave without approval of the Company, he/she will be considered as having terminated his/her employment.

15.05 Birth or Adoption

One (1) day leave of absence with pay, not to be paid in addition to other days of pay and will not be paid for non-scheduled days. Further leave may be applied for under 15.04 or 15.06.

15.06 Maternity and Paternity

(a) Maternity and Paternity leave will be granted in direct accordance with the provisions of the Employment Standards Act of B.C.

(b) Employees granted leave under this section shall return to their former jobs without loss of seniority or benefits for a period corresponding with 15.06 (a).

15.07 Sick Leave

Sick leave pay shall be granted up to a maximum of four (4) days per contract year with full current pay to regular full time employees who are off work due to illness or who qualify for Weekly Indemnity benefits. Proof of illness may be required by the Company. Sick leave will not be paid in addition to other days of pay or for non-scheduled workdays.

The Company shall pay sick leave pay on the next regular payday.

15.08 Short Term Illness

In the event that an employee is unable to report for his/her scheduled shift due to sickness. The employee will contact Management directly or by voice mail informing them prior to the shift beginning.

Should the sickness be expected to continue resulting in further shifts being missed or if the sickness ends, the employee is required to contact Management directly or by voice mail by (3:00 p.m.) of each day informing them of his/her status.

15.09 Vacation Entitlements

Hours reimbursed pursuant to applicable sections of this Article shall be counted for the purposes of calculation of vacation entitlements but will not be deemed as hours worked for the purposes of calculating overtime or premium pay.

15.10 Family Days

B.C. Legislated Family Days five (5) per year.

ARTICLE 16 – BENEFIT PLAN

The cost of benefits under this Article shall be paid one hundred (100) percent by the employee, provided the Company contribute to the Plan an amount equal to sixty (60) percent of the cost to fund the total Benefit PLAN effective one (1) November 1995 (the benefits received under 16.01 (d) and (f) shall be non-taxable to the employee).

16.01 Benefit Coverage

- (a) Basis B.C. Medical Plan
- (b) Life Insurance – 200% of annual earnings to a maximum of \$200,000.
- (c) Accidental Death and Dismemberment – double indemnity.
- (d) Weekly Indemnity – covering the 1st day of accident of 7th calendar day of sickness, at 67% of gross earnings to a maximum of \$600/week, for a maximum of 26 weeks.
- (e) Extended Health – with a \$25 dollars deductible, provides unlimited semi-private hospital, paramedicals and vision care at a maximum of \$100 dollars per 24 months.
- (f) Long Term Disability – after a 26-week waiting period, covering 60% of gross earnings to a maximum of \$3000 dollars per month.
- (g) Dental – covering to the following extent: Plan A – 100% ; Plan B – 50% (annual maximum \$2000); Plan C – 50% (Lifetime Maximum \$2000).

16.02 Benefit Coverage while Off Work

An employee who is off work and covered by W.C.B. or W.I. benefits will continue to have the Company portion of the Benefit Plan paid until cleared to return to work or until 26 weeks have elapsed, whichever is soonest.

16.03 Employee to Inform Company While Off Work

In the case of an employee off work due to illness, disability, or W.C.B. injury or disability, it is the responsibility of the employee, on request by the Company, to regularly inform the Company and provide relevant information of his/her condition and expected date of return to active employment.

16.04 Benefit Coverage While Awaiting W.C.B.

An employee off work due to an accident, illness, or disability which is the subject of a claim by the employee to the W.C.B. may apply to the Plan for Weekly Indemnity benefits while awaiting approval of his claim by W.C.B. The employee agrees to sign a subrogation agreement to repay the Plan for the full cost of any advances by the Plan prior to the Plan advancing any funds.

16.05 Benefits Coverage While On Layoff

The Company shall maintain its share of the premiums for core benefits (medical, dental, and extended health only) for an employee laid off one (1) month from the date of layoff. The laid off employee shall, in turn advance to the Company

his/her share of the premiums of the core benefits. In the event the layoff extends beyond one (1) month, the Company agrees to maintain coverage for the employee for core benefits provided the employee advances to the Company the total cost of the monthly premiums for such coverage.

ARTICLE 17 – ADJUSTMENT PLAN

17.01 Adjustment Plan Process

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees;

- (a) The Company shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and;
- (b) Within ten (10) days after notice has been given, the Company and Union shall meet, in good faith, and endeavor to develop an Adjustment Plan, which may include provisions respecting any of the following:
 - (i) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in this Agreement;
 - (ii) Human resource planning and employee counseling and retraining;
 - (iii) Notice of termination;
 - (iv) Severance pay;
 - (v) Entitlement to benefits, including early retirement benefits;
 - (vi) A bipartite process for overseeing the implementation of the Adjustment Plan.

17.02 Enforcement Of Adjustment Plan

If, after meeting in accordance with Article 17.01, the Parties have agreed to an Adjustment Plan, it is enforceable as if it were part of this Agreement. Grievances over the application, operation, or alleged violation of an agreed upon Adjustment Plan shall commence at Step 3.

17.03 Termination Under 49.2 of Employment Standards Act

The provisions of this Article do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

17.04 Seniority Applies to Adjustment Plan

- (a) If an Adjustment Plan results in a reduction in the number of employees, such reduction shall be in accordance with the provisions of Article 11, Seniority.

- (b) Employees displaced in accordance with this Article may displace other employees in accordance with provisions of Article 11, opt for layoff status, or opt for severance pay as follows: one (1) weeks pay for each year of service or major fraction thereof, up to a maximum of ten (10) weeks pay.

17.05 Consultation Committee

On the request of either Party, the Party's Standing Committees shall meet at least once every two (2) months, until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affects the Parties or any employee bound by the Agreement.

ARTICLE 18 – APPRENTICES

18.01 Apprentice/Journeyman Ratio

Apprentices may be employed at the trade, in the ration of one (1) apprentice to every four (4) Journeymen. Any change of this ratio must be mutually agreed to by both Parties.

18.02 Apprenticeship Opportunities

Whenever the Company requires apprentice candidates, the position will be posted in the accordance with Article 12 (Vacancies and Promotions) of this Agreement.

18.03 Pay Rate

Apprentices shall be paid on the percentage basis set forth by the Apprenticeship Board, based on the Journeyman's hourly rate as follows:

(a) Service and Body Shop Departments

0 – 12 months-----	62% of Journeyman's Rate
13 – 18 months -----	65% of Journeyman's Rate
19 – 24 months -----	70% of Journeyman's Rate
25 – 30 months -----	75% of Journeyman's Rate
31 – 36 months -----	80% of Journeyman's Rate
37 – 42 months -----	85% of Journeyman's Rate
43 – 48 months -----	90% of Journeyman's Rate

Parts Department

0 – 6 months -----	50% of Journeyman's Rate
7 – 12 months -----	60% of Journeyman's Rate
13 – 18 months -----	70% of Journeyman's Rate
19 – 24 months -----	80% of Journeyman's Rate
25 – 30 months -----	85% of Journeyman's Rate
31 – 36 months -----	90% of Journeyman's Rate

- (b) Apprentices will be paid at straight time rate with no gain time.

- (c) The Company will ensure wage increases are adjusted for Apprentices according to schooling and time.

18.04 Vocational School Subsidy

- (a) The Company shall pay Apprentices while attending a term of Vocational School the difference between the subsidy granted by the appropriate government authorities and the regular wages of the employee concerned.
- (b) The Company will pay 100% of the cost of textbooks specified by the Apprenticeship Branch.
- (c) An Apprentice who fails a term of Vocational School will refund any Company pay from 18.04 (a) and will re-attempt the school and/or exam as soon as practical without the addition pay per 18.04 (a). A second failure to pass the term could result in cancellation of the apprenticeship, at the Company's discretion.
- (d) The Company agrees to pay 50% of the cost of the Apprenticeship Tuition fees.

18.05 Training Improvements

The Union Chairperson or his/her designate will meet with Management periodically to discuss improvements to apprenticeship training, and implement agreed improvements.

ARTICLE 19 – WAGES

Provide a general wage increase of 2.5% year one, 2.5% year two, 2.5% year three, effective June 1st in each year of the Agreement.

19.01 Wage Schedule

Employees shall be paid in accordance with rates of pay negotiated by the Parties to this Agreement. The applicable rates of pay are recorded as Schedule "A" to this Agreement.

19.02 Wages Paid

- (a) Effective 1 January, 1994, the Company shall maintain bi-weekly leveled pay period and will endeavor to pay wages for hourly employees every second Friday, with a maximum of five (5) working days pay held back. Wages will be paid by direct deposit to the employees designated bank account on the day preceding the regular payday.
- (b) The Company shall make available to the employee a statement of earnings outlining the period for which payment is made, the rate pay, any premiums paid, and the nature and amount of deductions made.
- (c) In the event of a Statutory Holiday falling on a regular pay day, the cheques shall be made available on the preceding day.

19.03 Time Lost on Day of Injury

Employees injured at work while performing their normal duties and unable to work the balance of their shift shall be paid their regular rate of pay for the balance of the shift.

19.04 Work in a Higher Classification

An employee performing work classified at a higher rate of pay shall receive such higher rate while performing work in said classification.

ARTICLE 20 – FLAT RATE

- (a) The Company will use the Flat Rate system, as per the factory manual, Chilton of similar guide, I.C.B.C. guide, or other standard reference, where applicable. The Company and the Union will confer before changing any employee from or to the Flat Rate system.
- (b) All Technicians will receive Chilton time for after market warranties.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall be in effect from June 1, 2009 to May 31, 2012 and from year to year thereafter unless notice to commence lawful strike is provided by the Union or lawful lock-out notice is provided by the Company.

APPENDIX A – CLASSIFICATIONS AND BASE WAGE RATES

	June 1/09	June 1/10	June 1/11
Lube man	10.51	10.77	11.04
Technician	26.90	27.57	28.26
Tech 1	28.01	28.71	29.43
Tech 2	29.16	29.89	30.64
Tech 3	30.30	31.06	31.84
H.D. Tech	29.57	30.30	31.06
Accessory Installer (with auto ticket)	21.51	22.05	22.60
Serviceman/Installer	15.68	16.07	16.47
Trim Person (with body man ticket)	26.67	27.34	28.02
Parts Person	26.09	26.74	27.41
Shipper	15.54	15.93	16.33
Washer	10.51	10.77	11.39
Driver	10.73	10.99	11.27
Detailer	14.32	14.68	15.05
Warranty Administrator	19.56	20.05	20.55
Clerk 1	12.77	13.09	13.41
Clerk 2	15.64	16.03	16.43
Student/Part-time	8.43	8.64	8.86
Service Advisor	26.09	26.74	27.41
(VOC Bonus) Silver	26.69	27.34	28.01
(VOC Bonus) Gold	26.89	27.54	28.21

Notes: continue next page
Notes:

- (1) Lead Hands as designated by the Company shall be paid a minimum of an additional \$0.50/hour while acting in that capacity. The Company agrees to administer Lead Hand assignments in good faith.

- (2) All Journeyman employed prior to January 1st, 1993, will be recognized as Certified Journeymen for the purposes of Seniority, Classification, and Wage application.
- (3) A non-trades employee may have wage set by the Company at eighty (80) percent of the classification wage rate during the Trial period. Application of the Trial Rate will be on a one time only basis. Trial rate may not be extended beyond the Trial period except by mutual agreement between the Company and the Union.
- (4) H.D. Rate applies to all motorhome repairs.
Technician (no specialty codes)
Tech 1 (1 spec. codes)
Tech 2 (2 spec. codes)
Tech 3 (3 or more spec. codes)
- (5) Technician 1 - \$1.00 over Base Tech Rate
Technician 2 - \$2.00 over Base Tech Rate
Technician 3 - \$3.00 over Base Tech Rate
Also included to these rates will be a yearly percentage increase of 3.5% for each year beginning June 1, 2006 and 2.5% for each year beginning June 1, 2009.
- (6) A MVI ticket bonus of \$.50 per hour will be paid for all hours worked on inspection and repair.
- (7) A Heavy Duty rate of \$1.00 above an employee's regular rate will be paid for all hours worked on any motor home.

APPENDIX B – GROUP RRSP

- (1) The Company will contribute to a structured R.R.S.P. for full-time regular employees with two (2) years continuous service on the date employee hire as follow:

October 1, 2001 Four (4.00) percent on all hours worked
- (2) Funds contributed by the Company will be available to the employee at regular retirement age, death, or on qualification for L.T.D. under the terms of the Benefits Plan.
- (3) All employees may have the option of having payroll deductions for R.R.S.P., these deductions will be remitted monthly to the R.R.S.P. Carrier. Employees who enroll for payroll deductions must do so for the full year.

LETTERS OF UNDERSTANDING

Repeat Repairs

All repeat repairs (comebacks) will be returned to the Technician that did the original repair work. In the event that the Technician is not available to do the work due to absence created by work schedules, holidays, illness or its

determined did not have the qualifications to do the work, such repairs will be done by a qualified Technician who will be given the opportunity to make gain time on the repair work.

Price Menuing

Price menuing will be reviewed and updated on an annual basis by the Company, the Union and the Shop Forman. The Company and the Union will review all other adjustments before being established.

21 November 1997

Letter of Understanding #1

Employees attending family funerals out of province upon request will be granted up to three (3) unpaid days for travel or funeral arrangements over and above the three (3) days of paid compassionate leaves as per Article 15.01 of the Contract.

Letter of Understanding #2

Under no circumstances will the Company phone or contact a person Workers Compensation or any medical leave to request or tell that person or persons to do any work or task; unless that person or persons has a medical note from his or her doctor requesting they be placed back into the work force under light duty or regular work; also, Workers Compensation and the medical company must be notified of the return to work by said employee.

Letter of Understanding #3

The Company intends to participate in the Fast Lane Franchise per the Ford Motor Company. Until the installation and training are completed, the duties of the Servicemen will include the following:

Lube, oil, filter; tire installation and balancing; wheel balance; installation and repair of accessories such as mud flaps, running boards, box-liners, visors; pre-delivery inspection; bulb replacement; cooling system flushes; exhaust work; wiper blades; brake checks; shock replacement; transmission service.

Tune-up, alignment, and struts are excluded until the completion of installation and training at which time the company and Union will agree on a rate for servicemen performing these additional duties.

Brake repairs, and other work required by law or regulations to be performed by licensed mechanics, will be performed only by qualified employees and paid at the Journeyman rate.

Otherwise, jobs will be added only by mutual consent of the Company and Union.

Letter of Understanding #4

The Company and Union agree that the position of Shop Forman, whose duties are primarily to improve shop efficiency with focus on the elimination of repeat repairs for 100% Fixed Right First Time, will be removed from the unit subject to the terms of Article 1.03.

The Parties, also agree that Article 1.03 will not prevent the Shop Foreman from doing bargaining unit work for the purpose of the correction of repeat repairs, which will not exceed 1/3 of the Shop Foreman's regular work day unless agreed to by the Union.

LETTER OF UNDERSTANDING JUNE 14TH 2002

This letter of understanding is between DEARBORN MOTORS and PPWC

This is to grandfather BRUCE HEPNER for this position

It shall be agreed between both parties what the serviceman duties include

maintenance services #1 # 2 and # 3
transmission services
shock and strut replacement
brake pad and shoe replacement including machining
exhaust repair and replacement
tire repair and replacement
maintenance flushes i.e. coolant and p/s
minor general repairs i.e. bulbs, u joints, belts ect.

Both parties shall agree that during slow periods the serviceman duties shall be restricted.

No technician may loose work or hours by this agreement

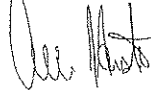
This agreement may be terminated at any time by the union after conferring with the company.

It shall be agreed servicemen can not perform repairs diagnosed by or found by technicians in order to subsidize or facilitate cheaper repairs .

AGREED TO ON

JUNE 14TH 2002

SERVICE MANAGER



UNION PRESIDENT





Local 10-B

Communications, Energy and Paperworkers Union of Canada

June 2, 2006

LETTER OF UNDERSTANDING

Vocational School Subsidy

The Company agrees to grandfather the current apprentice, Brandon Black, and pay 100% of his tuition fees.

For the Union

[Signature]
June 2/06

For the Company

[Signature]
6-2-06

427 Lansdowne Street, Kamloops B.C. V2C 1Y2
Tel: (250) 828-8722 Fax: (250) 828-8733



**Communications, Energy and Paper Workers Union of
Canada**

Local 10-B

June 13, 2008

Letter Of Understanding

The Company and the Union agree to add the position of
Accessory Installer to the Collective Agreement. The duties of
this position shall be:

Accessories
Trim
Remote starts
PDI
Wait recalls

The wage for this position shall start at \$20.99/hr and is subject to
all wage increases as agreed by the Collective Agreement.

For the Union, Brandon Black



For Dearborn Motors Ltd, Bruce Taylor



Signed and agreed in Kamloops, B.C., the 2 day of October, 2009

For the Company



Steve Davidson



Bruce Taylor

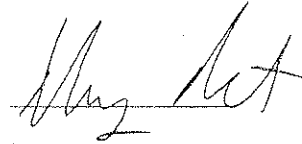
For the Union



Brandon Black



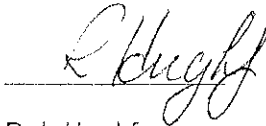
Jim Brown



Murray Matheson



Dan Morneau



Bob Hughf