

2010-2013

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STEELWORKERS, LOCAL 1-1937

AND

GREENWOOD FORD SALES LTD.

GARF BAXANDALL FORD

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 17 day of NOVEMBER, 2010.

BETWEEN: **GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD**
(hereinafter known as the "COMPANY") of the first part

AND: **UNITED STEELWORKERS Local 1-1937**
(hereinafter known as the "UNION") of the second part

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the Employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the Employees, economy of operation, quantity of output, and protection of property and public safety. It is recognized by this Agreement to be the duty of the Company and the Union and the Employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of the Agreement will be carried out.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company within the jurisdiction of the Union, except Confidential Employees, Office Employees, and those with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XIX, Section 1, Step 4 and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official Union representatives shall have access to the Union employees at the Company's operations for the purpose of this Agreement.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the management; provided, however, that this will not be used for purposes of discrimination against employees. (Note: Promotions will go to senior qualified person with competency).

Section 2: Hiring and Discipline

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

ARTICLE III - UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in the Agreement, and to this end will present to new employees and to all Supervisors and Foremen the policy herein expressed.

Section 2: Union Shop

All Union position employees shall immediately after entering employment become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain their membership.

Section 5: Union Membership


- (a) No employee shall be subject to any penalties against their application or membership or reinstatement, except as may be provided for in the current United Steelworkers Constitution, and in accordance with the By-Laws of the Local Union.
- (b) Any employee who applies to join the Union pursuant to the provisions herein, whose application is rejected by the Union shall not be subject to discharge from employment.

Section 6: Check-Off

The Company shall require all new hires to union positions at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union.

Check-Off assignment forms shall be completed and signed at the date of hiring, and such forms shall be forwarded within three (3) days after the effective hiring date.

This assignment in the case of all union employee positions shall be effective immediately.

 <p>UNITED STEELWORKERS USW UNITY AND STRENGTH FOR WORKERS LOCAL 1-1937</p>	<p>CHECK-OFF AUTHORIZATION UNITED STEELWORKERS, LOCAL 1-1937</p>	<p>PLEASE PRINT</p>
<p>COMPANY _____</p>		
<p>DIVISION _____</p>		<p>START DATE _____</p>
<p>I hereby authorize the Company to deduct from my pay each month the amount of Union dues and (if owing by me) an initiation fee, as provided in the Local Union By-laws and the Constitution of the United Steelworkers.</p> <p>Such deductions shall be remitted monthly to the Local Union.</p>		
<p>NAME OF EMPLOYEE _____</p>		<p>PHONE _____</p>
<p>MAILING ADDRESS _____</p>		
<p>E-MAIL ADDRESS _____</p>		<p>POSTAL CODE _____</p>
<p>SOCIAL INSURANCE NO. _____ Are you a Member of the USW? _____</p>		
<p>In which USW operation were you last employed? _____</p>		<p>WHICH LOCAL? _____</p>
<p>I hereby request and accept Membership in the UNITED STEELWORKERS, and of my own free will hereby authorize the United Steelworkers, its Agents and/or Representative, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my Employer covering all such matters, including contracts which may require the continuance of my Membership in the United Steelworkers as a condition of my continued employment.</p>		
<p>Date _____</p>		<p>Member's Signature _____</p>
<p>(White copy Company) (Yellow copy Local Union)</p>		
<p><small>6250 1000</small></p>		

The Local Union shall notify the Company by letter of the amount of back dues owed by employees.

Dues increases and assessments levied by the Union shall be deducted in accordance with and upon receipt of official notice from the Union.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union, not less often than once each month, with a written statement of names of the employees, job position, rate of pay, and seniority date, for whom the deductions were made and the amount of each deduction.

Section 7: Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement, when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.



Section 2: Composition

The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

Section 3: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when a member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

Section 4: Exceptions

The provisions of Sections 1, 2 and 3 will not apply in reference to:

- (a) Article XV - Accident Prevention Committee, where the members are designated according to the provisions of the Worker's Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours over eight (8) hours per day and forty (40) per week and double-time for all hours over eleven (11) hours per day.
- (b) Hours worked on Sunday will be paid at rate and one-half.

Section 2: Casual Work

Regular laid off employees shall not be classified as Casual Employees and shall have preference for available work over the said Casual Employee.

Section 3: Tuesday to Saturday Work

It is agreed that maintenance and repair employees can be employed on a Tuesday to Saturday work week for which they will be paid straight-time for hours worked within the regular shift. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at rate and one-half. It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the company. In such event, work performed on Monday will be paid for at straight time. If the employee works on Monday at the request of the Company, the rate of pay will be rate and one-half. However, if the employee requests a temporary change from their rest day on Monday, worked performed on Monday will be paid for at straight time.

When a Statutory Holiday falls on a regular rest day, the work day immediately succeeding the day which employees are observing as the Statutory Holiday, shall be recognized as the day of rest.

Section 4: Rest Period

All employees shall be entitled to two (2) ten minute rest periods during each regular shift, provided always that the company shall have the right to use relief employees in implementing this provision.

Section 5: Work Time Guarantee

When work is available, senior technicians will be guaranteed 80 hours work time per pay period with pay based on flat rate system. Technician must be up to date on FORD Certified training to qualify provided that any required training is offered.

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

The Company shall notify the Shop Committee and the Union six (6) months in advance of intent to institute changes in working methods, or facilities which would involve the discharge of employees.

Section 2: Retraining

The Company shall co-operate with the Union and the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

Section 3: Severance Pay

Employees discharged shall be entitled to severance pay of five (5) working days pay for each year of service with the Company, shall not exceed maximum of 26 weeks pay.

No Severance Pay is required when an employee quits, retires or is terminated for proper cause. It is up to the employer to show termination was for proper cause.

Section 4: Job Evaluation and Red Circle Rates

Incumbents in job categories for which the wage rate is reduced as a result of job evaluation shall continue at the original rate until such time as job openings become available to them at equal or higher rates. This practice shall be referred to as "Red Circle Rates".

ARTICLE VII - WAGES

Section 1: Rates

As per Wage Supplement No. 1.

Any employee required to do more than one job in one shift for which they are qualified shall be paid the rate of pay for the each job performed for the time on each job.

Section 2: Rate Revision

- (a) The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may be revised, by negotiations between the Parties and commencing thirty (30) days after serving of notice by either Party. The company shall give one (1) weeks' notice to the Union prior to negotiating any changes to any job description or duties.
- (b) A Committee, equally representative of the Company and the Union shall be established for the purpose of determining rates to be paid on new or revised jobs that are referred to it. The said Committee will analyze each job in accordance with and subject to the following:
 - (i) The job analysis will be based on knowledge and skill, responsibility, effort and job conditions.
 - (ii) Existing maximum rates will not be used as a ceiling.

ARTICLE VIII - PAY DAYS

The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions once a month. The Company shall institute and maintain a direct deposit pay system.

ARTICLE IX - STATUTORY HOLIDAYS

Section 1: Recognized Holidays

- (a) New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and B.C. Day shall be recognized as Statutory Holidays for all employees.
- (b) An hourly rated or piece-work employee who qualifies for any of the holidays named herein shall be paid for the said holiday at their regular job rate of pay for their regular work schedule, in accordance with the conditions set out in Section 2.

Section 2: Qualifying Conditions

- (a) An Employee, to qualify for Statutory Holiday Pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last regularly scheduled work day before and their first regularly scheduled work day after the holiday, unless their absence is due to illness (supported by a note from a doctor), compensable occupational injury or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIV, Section 4 shall not qualify for paid Statutory Holidays.

Section 3: Sunday Holiday

In the event that one of the within named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, or partly on one day or the other, as agreed upon between the Company and the Shop Committee.

Section 5: Holiday Shift

An employee required to work on a paid holiday shall be paid, in addition to their Statutory Holiday Pay, rate and one-half (1-1/2) for any hours worked on a shift designated as the "holiday shift".

Section 6: Arrangement for Change

In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday and where the Company and the Union mutually agree, the said holiday may be observed the preceding Monday or the following Friday respectively.

ARTICLE X - VACATIONS WITH PAY

Section 1: One to Five Years' Service

- (a) The annual vacation for employees with one (1) to five (5) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon four per cent (4%) of the total wages or salary earned by the employee during the preceding working year.
- (b) An employee with one (1) to five (5) years' service whose employment is terminated, shall receive vacation pay at the rate of four per cent (4%) of the wages or salary earned during the period of entitlement.

- (c) An employee with less than one (1) year of service, whose employment is terminated, shall receive vacation pay at four per cent (4%) of gross earnings accumulated during the period of entitlement.

Section 2: Five to Thirteen Years' Service

- (a) An employee with Five to Thirteen years' continuous service shall receive an additional one (1) week's vacation with pay, based on six per cent (6%) of the total wages or salary earned by the employee during the preceding working year.
- (b) The additional one (1) week may be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in Section 1 herein as per holiday scheduling agreement under Section 4, below.
- (c) An employee with five (5) to thirteen (13) years' continuous service whose employment is terminated, shall receive vacation pay at the rate of six per cent (6%) of the wages or salary earned during the period of entitlement.

Section 3: Thirteen or More Years' Service

- (a) An employee with thirteen (13) or more years' continuous service shall receive a further one (1) week's vacation with pay, based on eight per cent (8%) of the total wages or salary earned by the employee during the preceding working year.
- (b) The additional one (1) week may be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in Section 1 and 2 herein as per holiday scheduling agreement under Section 4, below.
- (c) An employee with thirteen (13) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of eight per cent (8%) of the wages or salary earned during the period of entitlement.

Section 4: Vacation Time

- (a) Vacations for employees shall be taken as per holiday scheduling agreement. The employee shall have the right to schedule a maximum of two weeks holidays at the time of their choosing. The employer recognizes their obligation to have staffing levels to allow the employees to take their holidays as per (b) below.
- (b) All earned vacations must be taken.

(c) Scheduling Agreement:

- Employees scheduling their holidays from between January 1st and April 30th for the calendar year will be granted holidays based on Seniority and the job the applicant is currently doing.
- The senior person in the job category shall be given preference if or when quantity and regularity of productions is an issue for holidays booked up to or prior to April 30th.
- Holidays Scheduled after April 30th for the calendar year shall be based on a first come first serve basis.
- The company shall give written approval or denial within seven days of application by employee.
- Nothing in this agreement shall preclude any employee taking all their holidays at one time provided it does not interfere with productivity and regularity of production.
- It will be up to the company to prove that the employee taking their holidays would create an unusual case of irregular productivity or production. The Company must bear in mind paragraph (b) of this Section.

Section 5: Leave of Absence

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment.

- (a) Absence on Workers' Compensation up to a period of one (1) one year, provided the employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year, provided the employee returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation in computing vacation pay.

Section 6: Employment Standards Act

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI - CALL TIME

Section 1: Where No Work Commences

Any employee who is called for work and on reporting finds no work available due to reasons beyond their or her control, shall be entitled to two (2) hours at the usual rate.

Section 2: Where Work Commences

In the event that an employee commences work on their shift and work ceases prior to the completion of four (4) hours work, the employee shall receive four (4) hours pay, at the regular job rate. Employee is required to remain at work site to receive four (4) hours call time. Employee is required to remain at work site to receive four (4) hours call time.

Section 3:

If an employee is required to stay beyond the four (4) hours, by the company, said employee shall be paid for time required to remain on site. Otherwise, flat rate shall apply for work done after four (4) hours.

Section 4: Required Certification

In the case of employees on the flat rate pay schedule; Section 2 and 3 above shall apply to those employees that are up date with Ford Certification requirements only. All employees shall be given six (6) months from the ratification of this agreement to achieve the required certification status. Any required training shall be provided at the employer's expense.

ARTICLE XII - HEALTH & WELFARE

Section 1: Premiums

It is agreed that a Health and Welfare Plan Premiums be paid 50% by the employer and 50% by the employee (including M.S.P., if employee elects to exclude Long Term Disability coverage.)

Section 2: Insurance Coverage

- (a) Life Insurance - \$25,000.
AD&D - \$25,000.
Dependents - Spouse \$5,000, each child \$2,500.
- (b) Weekly Indemnity Coverage:
 - accident - from 1st day
 - sickness - from 8th day
 - 17 weeks of benefits.
- (c) Long Term Disability – from 121st day of disability up to age 65.

Section 3: Medical Coverage

- (a) Extended Health Benefits – 80% Drugs, 100% all Other Benefits. (No deductible)
- (b) Vision Care - \$200 per member or dependent per 24 month period.

Section 4: Dental Coverage

- (a) 80% Basic Dental Services. (No deductible)
- (b) 50% Major Dental Services. (No deductible)
- (c) 80% Endodontics & Periodontics. (No deductible)

Section 5: General Principles

- (a) Participation in the plan is to be a condition of employment.
- (b) Any new employees who have not had previous coverage will be eligible for benefits after three (3) calendar months of employment.
- (c) Coverage during lay-off will be provided as follows based on a 50/50 sharing of the cost.
 - (i) Employees with one (1) or more years' seniority - six (6) months.
 - (ii) Employees with more than four (4) months but less than one (1) years' seniority – three (3) months.
- (d) The Employer may change the plan carrier with the approval of the membership and the Local Union.

Section 6: Employee and Family Assistance Program

The company will enroll and pay the premiums for an Employee and Family Assistance Program. .

ARTICLE XIII - SENIORITY

Section 1: Principle

- (a) The Company recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by the plant seniority.
- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Company's decision, but in making such selection or promotion, length of continuous service shall be given consideration.

Section 2: Reduction of Forces

- (a) In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved.
- (b) During the reduction of forces an employee can elect whether or not to apply their seniority to obtain a lower paid job or accept a lay-off until their regular job becomes available, provided however,
 - (i) If, during the layoff period, the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as their seniority entitles him to a job.
 - (ii) Details of the application of this provision shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of three (3) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for six (6) months, plus one additional month for each year's service, up to an additional six (6) months. It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change in address.

Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days.
- (b) This Section shall not apply to temporary replacements of two weeks or less necessitated by illness or injury, but in filling these vacancies, senior employees will be given preference in accordance with Article XIII, Section 1.

Section 5: Departments

The Shop Committee and the Company shall meet immediately after the conclusion of the Agreement and outline the basis of departments for seniority purposes. It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operation.

Section 6: Probationary Period

Notwithstanding anything to the contrary contained in this agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for ninety (90) calendar days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of ninety (90) calendar days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the company's employ. Notwithstanding the foregoing, probationary employees are entitled to grievance procedure.

Section 7: Hiring Preference

It is mutually agreed, that when hiring new employees, consideration for preference shall, subject to the same conditions as in Section 1, be given to those employees of the company having previous seniority and who have applications on file. Notwithstanding the foregoing, returned workers with suitable qualifications shall have preference over all applicants, competency considered.

Section 8: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall be subject to discipline. This shall not interfere with the employer's right to discharge for proper cause.

Section 9: Seniority List

It is agreed that upon request of the Union, a list will be supplied by the Company, setting out the name and starting date with the Company and the starting date for department seniority of each regular employee. However, such request shall not be granted more than twice each year. The Company will advise the Union once each month of changes to the said list.

Section 10: Reinstatement

In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain their services, it is hereby agreed that reinstatement can be made within the bargaining unit provided however that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position, unless mutually agreed between union, management, and the employee.

ARTICLE XIV – CONTRACTING AND MOONLIGHTING

The employer will not contract work regularly performed by bargaining unit employees if it means a reduction in hours worked by regular employees. Regular employees will not perform for pay work regularly performed at the employer's site during their off hours and off site unless it is charged through the employer's business.

ARTICLE XV - LEAVE OF ABSENCE

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall report or cause to have reported the injury or illness which requires their absence to the company as soon as may be reasonably possible.

Section 2: Written Permission

Any employee granted leave of absence shall receive permission in writing form the Company for such leave. The Company shall provide a form to be completed in duplicate by the employee applying for leave. The employee shall apply a minimum of fourteen (14) days prior to the requested leave. The Company shall respond in writing within seven (7) days of such application. Once the leave is granted it shall not be cancelled except by the employee's request. In the case of emergency Management may waive the fourteen (14) days notice requirement.

Section 3: Compassionate Leave

The Company shall grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons acceptable to the company, conditional on the following terms:

- (a) That the employee apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the ground for application.
- (c) That the Company shall be required to notify the Union in respect of any application for leave under this section.

Section 4: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted.

The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after the completion of their term of employment with the Union.

- (b) The Company will grant leave of absence to employees who are elected representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, step-children, step-parents and grandchildren, mother in-law, father in law.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 6: Jury Duty

Employees with one (1) or more year's seniority will receive regular hourly rate of pay for actual time lost serving on Jury or as Crown Witness, up to a maximum of four (4) months. Employer will withhold equivalent of Jury pay pending receipt of certification confirming actual jury pay received by the Employee (\$10.00 per day).

Section 7: Extended Vacation

The Employer may grant an employee leave of absence for the purpose of extended vacation over their regular vacation entitlement. Such leave is at the discretion of management.

ARTICLE XVI - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

As per WCB Regulations



Section 2: Duties

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

Section 3: Meetings

There shall be a safety meeting once a month at lunch time with lunch provided by employer.

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours, with the consent of the Company, employee's time will not be deducted for attending such meetings or investigations into accidents. Employees required to meet after regular hours of work shall be paid by the company.

Section 5: Investigations

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 6: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident occurs may without discrimination refrain from working the balance of the shift.

Section 7: Forklifts

Only trained employees and trained management employees are to operate the forklift.

ARTICLE XVII – EDUCATION AND TRAINING

Section 1: Training Program

Provincial apprenticeship training principles.

Apprentice pay starts at 55% of 'B' Tech rate with an additional 5% every six (6) months to a maximum of 90% of 'B' Tech rate.

If apprentice has completed first year schooling and achieves six (6) billable hours on any one eight (8) hour shift the rate of pay for that shift will be based on the 'A' Tech rate, rather than the 'B' Tech rate, at the apprentice's current percentage.

There is to be no more than one (1) apprentice per three (3) 'A' Techs.

Section 2: Cost of Training

The cost of training, retraining, or upgrading required by the Company shall be borne by the Company including lost time wages. Web based courses put on by Ford to be paid at \$20.00 for each course completed and passed. Course must be relevant to department or field of work employee is employed in. Each course taken must be approved by management and completed on your own time.

Technicians that maintain their certification throughout the year will be paid a yearly bonus of .05 cents per hour for every hour worked during the calendar year. Calculation date for said bonus will be December 31st of each year. Bonus will be paid in the month of January for the previous year.

Section 3: Distribution of Training

Training for technicians will be fairly distributed. Specific allocations will be management discretion.

Section 4: Education Fund

The Company shall contribute one and one-half (1.5) cents per hour for every hour worked by the employee covered by this agreement to the United Steelworkers, Local 1-1937 Education Fund. The purpose of this fund is for the education of the members in the carrying out of their duties as members and representatives of their Union.

ARTICLE XVIII - TOOLS INSURANCE

Section 1: Insurance Coverage

Tool Insurance to **\$250,000** for the group.

The Company will bear the cost, and provide tool insurance to cover fire, flood and/or theft on the basis of replacement cost. There will be a \$500.00 deductible coverage for theft, subject to evidence of forcible breaking and entry.

A video tape or pictures to record Mechanics tools will be acceptable.

Section 2: List

Each employee must provide the Company with a list of tools the employee has on Company property.

Section 3: Replacement and Repair

The Company will repair or replace broken, damaged or worn out air tools to a maximum of \$200 per employee per year. Repair or replacement of tools will only be paid for by the Company with prior approval.

ARTICLE XIX - COVERALLS AND UNIFORMS

- a) Coveralls to be supplied by the Company and laundered free.
- b) Garments will be supplied at the discretion of Management. Where garments are provided, the company will provide the employees new garments when they hand in a worn out garment. Employees will be responsible for laundering of their own garments.

ARTICLE XX - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Company and the Union mutually agree that, when a grievance arises in the plant coming under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the employee, with the Shop Committee, shall take up the problem with the personnel manager and the foreman. The Local Union representative may participate if so desired by the Local Union.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Local Union and the management.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XX.

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit for reasons beyond their control, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE XX - ARBITRATION

Section 1: Interpretation

- (a) In the case of any dispute arising regarding the interpretation of this Agreement or the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be interpreted

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts

Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XIX, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the questions to be arbitrated.

- (b) No one shall serve as an Arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;
 - (iii) is, or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, United Steelworkers or a company directly engaged in the industry.
- (c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Part.
- (d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The Arbitrator shall be required to hand down their decision within fourteen (14) days following completion of the hearing.
- (f) If the Parties fail to agree on an arbitrator they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint an arbitrator.

Section 3: Cost Sharing

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator, and stenographic and secretarial expense, and rent connected with their duties as arbitrator.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Courtenay or at such place as may be agreed to by the Parties.

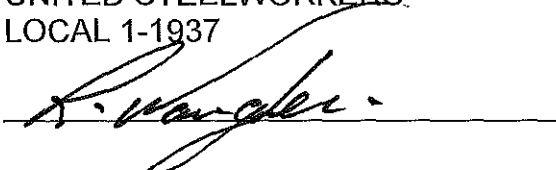
ARTICLE XXI - STRIKES AND LOCKOUTS

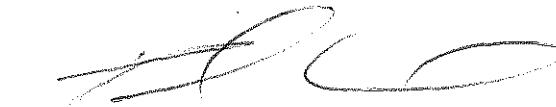
There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of this Agreement.

ARTICLE XXII - DURATION OF AGREEMENT

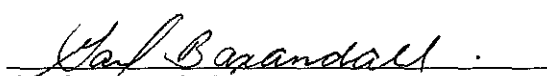
- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of July, 2010 to midnight the 31st day of October, 2013 and thereafter from year to year unless thirty (30) days written notice of contrary intent is given by either Party to the other Party. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, at least ninety (90) days prior to the expiry of the Agreement. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.
- (d) The Parties hereto agree that the operation of Subsections 2 and 3 of Section 50 of the Labour Relations Code of British Columbia are excluded from the Agreement herein.

UNITED STEELWORKERS
LOCAL 1-1937





GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



Garf Baxandall,
President

Dated at Courtenay, BC, this 12 day of NOV, 2010



SUPPLEMENT NO. 1 – WAGES

July 1, 2009

July 1, 2010

Nov. 1, 2011

Nov. 1, 2012

1%

1.5%

2%

Lube & Oil -				
(start)	\$9.46 /hr	\$9.55 /hr	\$9.69 /hr	\$9.88 /hr
(after 6 months)	\$10.29 /hr	\$10.39 /hr	\$10.55 /hr	\$10.76 /hr
(after 1 year)	\$11.57 /hr	\$11.69 /hr	\$11.87 /hr	\$12.11 /hr
General Service -				
(start)	\$11.31 /hr	\$11.42 /hr	\$11.59 /hr	\$11.82 /hr
(after 6 months)	\$13.43 /hr	\$13.56 /hr	\$13.76 /hr	\$14.04 /hr
(after 1 year) (*Base Rate)	\$14.12 /hr*	\$14.26 /hr*	\$14.47 /hr*	\$14.76 /hr*
Shipper Receiver -				
(start)	\$9.46 /hr	\$9.55 /hr	\$9.69 /hr	\$9.88 /hr
(after 6 months)	\$10.29 /hr	\$10.39 /hr	\$10.55 /hr	\$10.76 /hr
(after 1 year)	\$11.57 /hr	\$11.69 /hr	\$11.87 /hr	\$12.11 /hr
Jr. Parts Person	\$2,195.96 /mth + bonus	\$2,217.92 /mth + bonus	\$2,251.19 /mth + bonus	\$2,296.21 /mth + bonus
Working Shop Foreman	\$2,172.76 /mth + bonus	\$2,194.49 /mth + bonus	\$2,227.41 /mth + bonus	\$2,271.96 /mth + bonus
Warranty Clerk -				
(start)	\$10.87 /hr	\$10.98 /hr	\$11.14 /hr	\$11.36 /hr
(after 6 months)	\$12.90 /hr	\$13.03 /hr	\$13.23 /hr	\$13.49 /hr
(after 1 year)	\$14.94 /hr	\$15.09 /hr	\$15.32 /hr	\$15.63 /hr
Service Advisor 1	\$2,687.86 /mth + bonus	\$2,714.74 /mth + bonus	\$2,755.46 /mth + bonus	\$2,810.57 /mth + bonus
Assistant Services Manager	\$2,907.45 /mth + bonus	\$2,936.52 /mth + bonus	\$2,980.57 /mth + bonus	\$3,040.18 /mth + bonus
Service Advisor 2	\$2,239.88 /mth + bonus	\$2,262.28 /mth + bonus	\$2,296.21 /mth + bonus	\$2,342.13 /mth + bonus
Appointment Coordinator	\$1,791.90 /mth + bonus	\$1,809.82 /mth + bonus	\$1,836.97 /mth + bonus	\$1,873.71 /mth + bonus
General Duty/Maintenance	\$3,935.91 /mth	\$3,975.27 /mth	\$4,034.90 /mth	\$4,115.60 /mth
Partsmen	\$3,496.14 /mth + bonus	\$3,531.10 /mth + bonus	\$3,584.07 /mth + bonus	\$3,655.75 /mth + bonus
Parts – Service Utility Person	\$19.39 /hr	\$19.58 /hr	\$19.87 /hr	\$20.27 /hr
Mechanic/Technician ('A' Technician)	\$27.82 /hr	\$28.10 /hr	\$28.52 /hr	\$29.09 /hr
Mechanic/Technician ('B' Technician)	\$21.28 /hr	\$21.49 /hr	\$21.81 /hr	\$22.25 /hr
(*'B' Technician will be sent home before any 'A' Technician.)				
Apprentice as per Article XVII, Section 1 + \$750.00/session at trade school				
Write Backs				
Technicians will be advised of warranty write backs within ten (10) working days, fifteen (15) working days for incorrect time. Any write backs not reported to technicians within ten (10) working days of completion of work will not be deducted from pay until reported to the employee (Plant Chair in the absence of employee).				
Mechanics required to work on Motorhomes and Van conversions only, may charge extra time if required and approved by management prior to the work commencing (Handy Dart Bus is a Van conversion).				
First Aid Premium - \$0.50 per hour to all first aid ticket holders.				
Premiums:				
\$0.75 per hour for minimum of 3 Specialties				
\$1.00 per hour for minimum of 4 Specialties				
\$1.25 per hour for minimum of 8 Specialties				
*In order to receive credit for 4 or more Specialties the employee must have either a Diesel Technician or Automatic Transmission Specialist designation. Automatic Transmission and Diesel Technician designations each count as 1 Specialty.				

SUPPLEMENT NO. 2

BONUSES

Appointment Coordinator Minimum 2% of commissionable retail gross of retail labour less service policy target and base threshold of \$4,000.

- Service Advisor 1** Minimum 2% of commissionable retail gross (minimum guaranteed amount
Additional 1% of commissionable retail gross (if VOC 3 months composite score is equal to or greater than 75%)
Additional 1% of commissionable retail gross (Individual total weekly retail sales equal to or greater than \$6000.)
Total Bonus available – 4%.
- Service Advisor 2** Minimum 2% of commissionable retail gross (minimum guaranteed amount of commission)
Additional 0.5% of commissionable retail gross (if VOC 3 months composite score is equal to or greater than 75%)
Additional 0.5% of commissionable retail gross (Individual total weekly retail sales equal to or greater than \$6000.)
Total Bonus available – 3%.
- Working Shop Foreman** 1% of the previous month's retail labour sales
- Partsman** Monthly bonus to be calculated at a rate of 1.85% of previous months Courtenay wholesale, counter, shop, and internal gross income.
* Bonus and overtime agreement applies to current incumbent only.
Overtime to be based on previous months wage including bonus.

It is recognized and agreed by all parties involved that:

The working Shop Foreman is permitted to perform work of a Service Writer and Mechanic/Technician as required;

Administrative personnel are permitted to perform work of a Service Writer and Warranty Clerk as required.

For the purposes of bonus calculation commissionable retail gross is: Courtenay previous month's retail gross less Courtenay retail policy and base threshold of \$4000.00.

Service Retail Policy: Method of reducing or eliminating the price paid by the customer for goods and/or services received when such concession or price adjustment is not granted by contractual agreement, but granted as a "policy of good business practice as determined by management".

Attendance Incentive:

An Employee shall receive an attendance bonus of two (2) days pay. If the employee misses one (1) day in the year they shall receive (1) days pay. If the employee misses more than one (1) day they shall forfeit the above. Absence for bereavement leave, scheduled holidays or union business shall not be considered as an absence for the purposes of this section.

LETTER OF UNDERSTANDING

RE: Partsman Pay System

The Partsman's monthly pay will be based on the monthly rate plus 95% of the average bonus earned in the previous 12-month period.

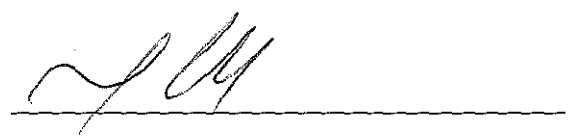
This calculation will be made every three months and the pay will be adjusted accordingly.

At the end of the calendar year, the difference between the amount earned as per the bonus formula and the amount actually paid will be paid to the Partsman.

The objective is to maintain a steady monthly salary and to prevent the possibility that there will be a shortfall that the Partsman has to make up at the end of the year.

On behalf of
UNITED STEELWORKERS
LOCAL 1-1937

On behalf of
GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



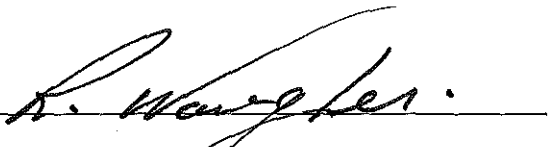
Dated at Courtenay, BC, this 17 day of NOVEMBER, 2010.

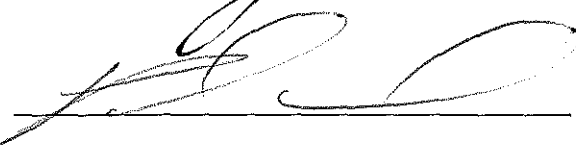
LETTER OF UNDERSTANDING

MECHANIC/TECHNICIAN - 'B' TECHNICIAN:

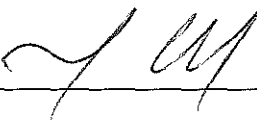
1. Position must be filled through apprenticeship training.
2. Apprenticeship must be done in our shop.
3. Position cannot be filled by outside Technician.
4. Only one (1) 'B' Technician in the shop at a time.
5. Must achieve 'A' Technician status before another 'B' Technician is hired.
6. 'A' Technician status must be achieved within three (3) years of becoming Ticketed Journeyman through apprenticeship.
7. 'A' Technician is achieved by completing one (1) Ford technical training specialties.
8. If 'A' Technician status is not achieved within the time allotted due to lack of training (i.e. not being sent to Ford training by management) Senior status is applied.
9. 'B' Technician will be sent home before any 'A' Technician.

On behalf of
UNITED STEELWORKERS
LOCAL 1-1937





On behalf of
GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



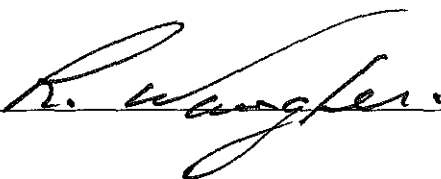
Dated at Courtenay, BC, this 17 day of NOVEMBER, 2010.

LETTER OF UNDERSTANDING

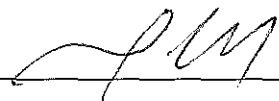
RETIREMENT SAVINGS PLAN

An RSP be set up for all union employees at the request of the employee to facilitate contributions by the employee through payroll deductions.

On behalf of
UNITED STEELWORKERS
LOCAL 1-1937



On behalf of
GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



Dated at Courtenay, BC, this 17 day of NOVEMBER, 2010.

LETTER OF UNDERSTANDING

RE: MIKE NASO - MASTER TECHNICIAN

Whereas: Mr. Mike Naso is currently a Master Technician at the facility; and

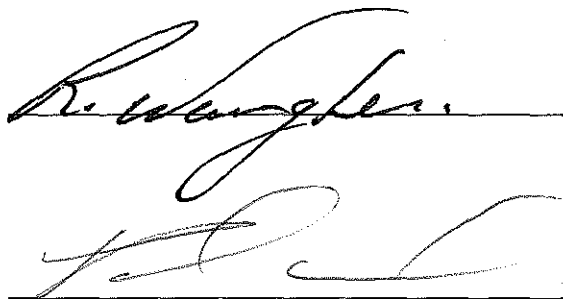
Whereas: Mr. Naso has had medical issues that could impact his maintaining his Master Technician status; and

Whereas: changes in the Collective Agreement could impact his Master Technician Status

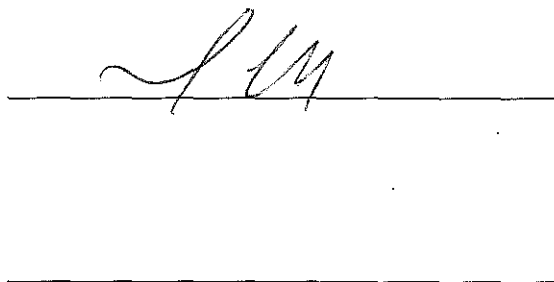
It is agreed that the following conditions will apply to Mr. Naso:

1. If it is deemed by Mr. Naso's physician that working with diesel fuel specifically is detrimental to his health and he should not continue working on diesel engines, he will be offered training on automatic transmissions at the Company's expense, in order to maintain his Master Technician status.
2. If it is deemed by Mr. Naso's physician that working with diesel fuel specifically is not detrimental to his health if managed, Mr. Naso will be offered Diesel Technician training required, at the Company's expense, to maintain his Master Technician status.

On behalf of
UNITED STEELWORKERS
LOCAL 1-1937



On behalf of
GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



Dated at Courtenay, BC, this 17 day of NOVEMBER, 2010.

LETTER OF UNDERSTANDING

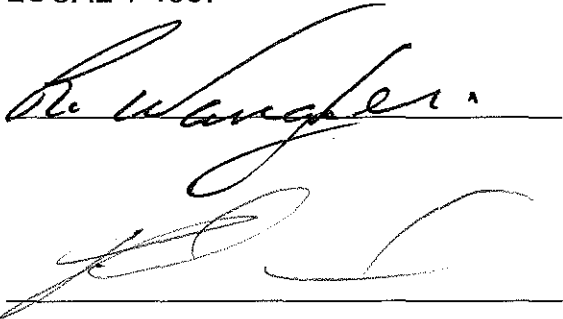
RE: AONGHUS GLENNIE - LUBE TECHNICIAN

Whereas: Mr. Aonghus Glennie is the Lube & Oil Technician at the facility; and

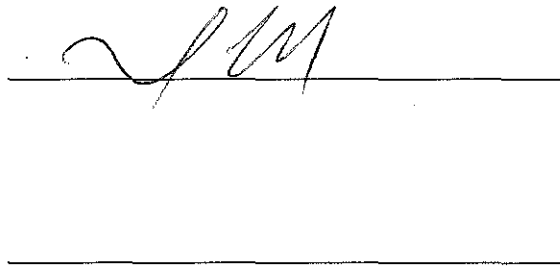
Whereas: Mr. Glennie sometimes performs "General Service" duties at the facility It is agreed that the following conditions will apply to Mr. Glennie when performing General Service duties;

1. When Mr. Glennie performs "General Service" work as identified in the attached job description, he shall be paid at the "after 6 months" General Service rate of pay for the first six months after signing of this agreement.
2. It is agreed that Mr. Glennie will move to the "after 1 year" General Service rate of pay when performing general service work at the completion of the six month period identified in # 1 above.
3. It will be Mr. Glennie's responsibility to identify on his time sheets the work that is considered to be General Service work and the amount of time spent on each job.

On behalf of
UNITED STEELWORKERS
LOCAL 1-1937



On behalf of
GREENWOOD FORD SALES LTD.
GARF BAXANDALL FORD



Dated at Courtenay, BC, this 17 day of NOVEMBER, 2010.