# COLLECTIVE AGREEMENT BETWEEN

# WOOD WHEATON CHEVROLET CADILLAC LTD.

STEELWORKERS, LOCAL 1-2017



July 1st, 2021 - June 30th, 2025

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# AGREEMENT

THIS AGREEMENT made and entered into this / day of July 2022.

**BETWEEN:** 

WOOD WHEATON CHEVROLET CADILLAC LTD. 2879 Highway 16 West, Prince George, BC

(hereinafter referred to as the "Company")
PARTY OF THE FIRST PART.

AND:

STEELWORKERS, LOCAL 1-2017 1777 Third Avenue, Prince George, BC

(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART.

- 1. WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND
- 2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Employees, AND
- 3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company,

NOW THEREFORE the parties hereto mutually agree as follows:

#### ARTICLE I - BARGAINING AGENCY

#### Section 1:

The Company agrees to recognize and bargain with the duly elected bargaining representative on behalf of its employees properly and duly certified under the appropriate regulations in effect from time to time.

#### Section 2:

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

#### **ARTICLE II - DEFINITION**

The term "employee" as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf STEELWORKERS, LOCAL 1-2017 has been certified as bargaining agent, except and excluding foreperson and others having authority to hire and fire, office workers, supervisory officials and salesperson.

#### ARTICLE III - MANAGEMENT

- a) The management of the operation and the direction and promotion of the Employees are vested exclusively in the management, provided however that this will not be used for the purpose of discrimination against employees.
- b) The Company shall have the right to select its employees and to discipline them or discharge them for proper cause.
- c) The Company also reserves the right to supplement and alter, from time to time, rules and regulations to be observed by the Employees; said regulations and rules not being inconsistent with the provisions of this Agreement.

# **ARTICLE IV - UNION SECURITY**

#### Section 1:

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

# Section 2:

All employees who entered the employment of the Company on or after the 1st day of August 1964, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

#### Section 3:

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:

Any employee who fails to maintain his 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 his membership.

# Section 5:

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-Laws of Local 1-2017, which the Local Union certifies as being correct as of June 2017.
- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

#### Section 6:

The Company shall require all new employees, at the time of hiring, to execute the following assignment of wages in duplicate, the forms to be supplied by the Union. All check-off forms are to be forwarded to the Local Union within fifteen (15) days of hiring.



# UNITED STEELWORKERS CHECK-OFF



73.4 MY	NAME OF	
DATEYEAR	EMPLOYER	
PLEASE PRINT	OPERATION	
EMPLOYEE	BIRTHDATE (DD/MM/YYYY)	
EMAIL_	PHONE	
MAILING ADDRESS	POSTAL CODE	
SOCIAL INSURANCE NO.	Are you a member of the United Steelworkers?	
In what operation were you last employed?	Local Union	
I hereby authorize and instruct you to deduct from my w and remit to Local 1-2017 the following in payment of amounts setout below:  1. Union Initiation Fees in the amount of \$		)
3. Union Dues \$ per month commencing Year	Union.	
4. Union Assessments in the amount and at the time st in notice received by you from the Local Union design	ated SIGNATURE OF APPLICANT	
above.	EMPLOYEE NO	

Keep Original, Forward YELLOW copy to Local Union

#### Section 7:

I hereby request and accept membership in the United

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

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 named therein, no later than the fifteen (15th) day of the month following the month in which the deduction was made from the Employee, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

#### Section 8:

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 V - WAGES**

The Parties hereby agree that the wages of all hourly rated employees covered by the Agreement shall be those stipulated in Article XIX of this Agreement.

#### **ARTICLE VI - PAY DAYS**

- a) The Company shall provide for paydays every second Friday.
- b) Cut-off date for payroll purposes shall be the Saturday prior to the paydays.
- Employees shall receive an itemized statement of hours worked indicating overtime hours, earnings and deductions.

#### **ARTICLE VII - HOURS OF WORK AND OVERTIME**

- a) The regular hours of work shall be eight (8) hours in a day between the hours of 7:00 a.m. and 6:00 p.m. with a forty (40) hour workweek, Monday to Sunday inclusive, subject to the following work schedule provisions:
  - i) for the three (3) most senior technicians who so choose, and the most senior qualified parts person who so chooses, and the most senior qualified service advisor (provided that there are more than three (3) service advisors employed) who so chooses, the work week shall include two (2) consecutive days off,
  - ii) for all employees hired on or after July 1, 1996:
    - (1) with respect to technicians for so long as they remain within the group of five (5) technicians with the least seniority, and,
    - (2) with respect to employees in all other wage classifications for so long as they remain the Employee with the least seniority in their wage classification,
      - the regular workweek shall be five (5) days in each week, Monday through Sunday, with two (2) days off.
  - iii) for all employees other than those referred to in i) and ii) above, the workweek shall vary in accordance with a schedule that, within each four (4) week period, provides for:
    - (1) two (2) of the four (4) weeks, two consecutive days off, one being Sunday.

- (2) one (1) of the four (4) weeks, three consecutive days off, being Saturday, Sunday and Monday, and
- (3) the remaining one (1) week of the four (4) weeks, a single day off, being Sunday.
- b) Any regularly scheduled shift which ends after 6:00 p.m. shall be considered a second shift for which all employees working this shift shall receive a shift premium of 35¢ (thirty five cents) per hour. All employees working the second shift shall have a lunch period of at least 30 (thirty) minutes for which no pay will be allowed. Senior employees shall have choice of shifts where more than one shift is worked.
- c) All hours worked in excess of the above shall be considered as overtime and paid for as follows:
  - i) Time and one half for the first two (2) hours overtime on regular weekdays, and the first two (2) hours on Saturday.
  - ii) Double time for all hours worked in excess of two (2) hours on Saturday and all hours worked in excess of ten (10) hours on regular workdays, and for all work performed on Sundays and Statutory Holidays.
- d) i) Management, Plant Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained.
  - ii) Any variation(s) to Sections a), c) and d) above shall be implemented only upon completion of the following steps:
    - (1) Negotiated agreement between the Local Union and Local Management.
    - (2) Majority approval by the Employees involved in the proposed variations.
- e) Any employee called to work, whether or not he actually starts work, shall receive four
   (4) hours pay at his regular rate unless his work is suspended because of inclement weather, or other reasons beyond the control of the Company.
- f) In the event of an employee being called back to work after completion of a shift he shall be guaranteed a minimum of two hours pay at the overtime rate.

#### **ARTICLE VIII - SENIORITY**

# Section 1:

Notwithstanding anything to the contrary contained in this Agreement, it shall be agreed that all employees are hired on probation to continue for one hundred and twenty (120) working days, during which time no seniority rights shall be recognized. Upon completion of one hundred and twenty (120) working days, they shall be regarded as regular employees, and shall then be entitled to seniority as follows:

- a) technicians, mechanics and other certified trades dating from the day on which they
  entered the Company's employ,
- b) apprentices dating from the day on which they entered the Company's employ, only with respect to other apprentices and upon completing their apprenticeship, to full seniority under i) above,
- c) qualified partsperson dating from the day on which they entered the Company's employ,
- d) parts improvers dating from the day on which they entered the Company's employ, only with respect to other improvers and upon finishing the improver scale, to full seniority under iii) above,
- e) all other employees included in this agreement dating from the day on which they entered the Company's employ, only with respect to other employees in the same job classification.

#### Section 2:

- a) Subject to skill and ability required, the Company recognizes the principle of seniority.
- b) In the event of a reduction of the forces, the last person hired shall be the first released, subject to the provisions of paragraph (a) above.
- c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to obtain a job paying a higher rate if he has previously held the job in the Company for a minimum period of thirty (30) consecutive working days.
- d) It is agreed that when employees are to be re-hired after a lay-off, it shall be done on the basis of the last person released shall be the first person re-employed, subject to the provisions of paragraph (a) above.
- e) When re-employing after a lay-off employees shall be notified at least forty-eight (48) hours in advance of the time they are required to report for work.

- f) It shall be the Employee's responsibility to keep the Company informed of his address during the period of layoff.
- g) It is agreed that all employees shall, upon returning to employment in accordance with this Section, retain all seniority rights.

# Section 3:

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

- a) Employees with less than one (1) years' service will retain their seniority for a period of three (3) months.
- b) Employees with one (1) or more years' service but less than five (5) years of service will retain their seniority for a period of one (1) year.
- c) Employees with five (5) or more years' service shall retain their seniority for one (1) year plus one (1) additional month for each year's service, up to an additional six (6) months.

# Section 4:

It is agreed that, upon request of the Union, a list will be supplied by the Company, setting out the names and starting dates with the Company, of each regular employee. However, such request shall not be granted more than twice during each year of the term of this Agreement.

#### Section 5:

It is agreed when an employee has been transferred by the Company to a supervisory or staff position, he will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period the individual shall have the right to return to the bargaining unit in the job that he would have held if he had not left the bargaining unit. (In special cases, this ninety (90) day period may be extended for up to and further ninety (90) days by mutual agreement between the Company and the Shop Committee.) At the expiration of the period mentioned above, his seniority will be frozen. Thus, if at a later date he ceases to be a supervisor or staff worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however, that any employee so reinstated must return to the job held at the time of his or her promotion to the supervisory or staff position.

#### **ARTICLE IX - LEAVE OF ABSENCE**

# Section 1: General

- a) Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Clause must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.
- b) Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such period of leave.

#### Section 2: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the Employer.

# Section 3: Union

- a) The Company shall grant leave of absence to employees who are appointed or elected to Union office for a period of up to and including one year. Further leave of absence may be granted by mutual consent. Any employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union Conventions, or members of any Union Negotiating Committee in order that they may carry out their duties on behalf of the Union.
- c) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will co-operate with the Company in making substitute employees available or select alternate delegates to attend Union functions.
- d) It is agreed that before the Employee receives this leave of absence as set forth in clauses (a) and (b) above, the Company will be given due notice in writing by the Union in order to replace the Employee with a competent substitute.

#### Section 4: Bereavement Leave

- a) When death occurs to a member of a regular full-time employee or their spouse's immediate family, the Employee will be granted an appropriate leave of absence for which he or she shall be compensated at his or her regular straight time hourly rate of pay, for hours lost from his or her regular work schedule for a maximum of three (3) days.
- b) Members of the Employees or their spouses' immediate family are defined as the Employee's or their spouse's mother, father, brothers, sisters, sons, daughters, stepparents, grandparents, grandchildren and stepchildren.
- 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 5: Jury Duty

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he would normally have worked, will be reimbursed by the Company for fifty percent (50%) of the difference between the pay received for Jury Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall be based on the Employees regular scheduled hours up to eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty, for the first thirty (30) days of such service. The Employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- b) Hours paid for Jury Duty 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.

#### **ARTICLE X - VACATIONS WITH PAY**

- a) Employees with one (1) or more years continuous service shall receive two (2) weeks of vacation and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the Employee during the working year.
- b) Employees with four (4) or more years of continuous service with the Company shall receive three (3) weeks of vacation, the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the Employee during the working year.

- c) Employees with eight (8) or more years of continuous service with the Company shall receive four (4) weeks of vacation and the pay therefore shall be based upon eight and one-half percent (8 ½%) of the total wages or salary earned by the Employee during the working year.
- d) Employees with fifteen (15) or more years of continuous service with the Company shall receive five (5) weeks of vacation and the pay therefore shall be based upon ten and one-half percent (10%%) of the total wages or salary earned by the Employee during the working year.
- e) Employees with twenty (20) or more years of continuous service with the Company shall receive six (6) weeks of vacation and the pay therefore shall be based upon twelve and one-half percent (121/2%) of the total wages or salary earned by the Employee during the working year.
- f) The scheduling of earned vacations shall be subject to the following restrictions:
  - i) selection of vacation time shall be strictly according to seniority,
  - ii) only one (1) technician from any specialty group may be away from the job during any given week,
  - iii) altogether, only three (3) technicians may be on vacation during any given week,
  - iv) the selection of actual times off under the provisions of this section shall be in cycles, with the first cycle being limited to an initial block of up to three (3) weeks, which may be consecutive and subsequent cycles being limited to blocks of one (1) week only, with each cycle being in strict accordance with 1) above and continuing through successive cycles until all entitlement is exhausted and all vacation time is scheduled,
  - v) selection of vacation times in accordance with 1) and 4) above shall be made by each employee as soon as possible at the beginning of each calendar year, and shall be completed by the last regularly scheduled work day in March. Thereafter vacation times may be selected by any employee on a first come, first served basis subject to 2) and 3) above, and
  - vi) exceptions to 2) and 3) above may be permitted upon mutual agreement.
- g) All earned vacation must be taken in accordance with the Employment Standards Act.
- h) Holiday Pay is to be calculated on the Employee's total wages for the year in respect of which the Employee becomes entitled to an annual vacation, as per the Employment Standards Act.

i) Holiday Pay is to be calculated on Holiday Pay as per the Employment Standards Act.

#### <u>ARTICLE XI – CONSECUTIVE DAYS OFF</u>

The current employees shall be scheduled to provide the Employee with two (2) consecutive days off.

Employees hired after July 1, 2008 will be advised at the time of hire that they may not be guaranteed two (2) consecutive days off.

#### <u>ARTICLE XII - STATUTORY HOLIDAYS</u>

a) The following shall be recognized as paid Statutory Holidays, without being worked:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	British Columbia Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

- b) To qualify for Statutory Holiday pay, an employee must have been on the Company payroll for the thirty (30) calendar days immediately preceding the Statutory Holiday and must have worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday, unless his absence is due to a compensable occupational injury or illness, or the Employee is on authorized leave of absence.
- c) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- d) Notwithstanding any of the foregoing provisions, the Employee must have worked one day before and one day after the holiday, both of which must fall within a period of thirty (30) calendar days.
- e) Should an employee be required to work on any of the above paid Statutory Holidays, he shall receive double time for the hours worked, in addition to his regular pay.
- f) In the event a Statutory Holiday occurs during an employees scheduled vacation time the vacation day will be replaced by the Statutory Holiday, and the Employee shall have the option of being paid out for the Statutory Holiday.

g)

#### ARTICLE XIII - GRIEVANCE COMMITTEE

A Grievance Committee shall be elected to consist of two to three employees elected by the Union members employed in the operation covered by this Agreement.

Members of the Grievance Committee shall have completed their probationary period with the Company.

#### <u>ARTICLE XIV - GRIEVANCE PROCEDURE</u>

#### Section 1:

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

- Step 1 The individual employee involved, with or without the Job Steward, shall first take up the matter with the Foreperson 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.
- Step 2 If a satisfactory settlement is not then reached, it shall be reduced to writing by both parties when the same employee and the Committee shall take up the grievance with the Manager. If desired, the Union Business Agent shall accompany the Committee.
- Step 3 If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and the Management.
- Step 4 If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

#### Section 2:

If a grievance has not advanced to the next stage under Steps 2, 3 or 4, 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. The fourteen (14) day limit may be extended by mutual consent of both parties.

# **ARTICLE XV - ARBITRATION PROCEDURE**

In the event of any grievance arising out of the interpretation, application, operation of, or any alleged violation of this Agreement, between the Employer and the Union, relative to this Agreement, which the Parties hereto are unable to settle between themselves, shall be determined by arbitration in the following manner:

- a) The Employer and the Union agree to appoint a single arbitrator within thirty (30) working days of the last step of the grievance procedure.
- b) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- c) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue and to prepare in written form a statement of facts that are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the single Arbitrator.
- d) The parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia [RSBC Chapter 244 (1996)]
- e) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the single Arbitrator.
- f) Any arbitration to be held hereunder shall be held in the City of Prince George, or at such other place as may be agreed to by the Parties.

#### <u>ARTICLE XVI - GENERAL PROVISIONS</u>

#### Section 1:

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

#### Section 2:

- a) Protective clothing shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. Employees shall be expected to take reasonable care of equipment and clothing supplied.
- b) Where overalls, uniforms or coveralls are required by the Company they shall be supplied by the Company. The present practice in regard to coveralls will remain in effect for the term of this Agreement, with the Company supplying and cleaning all coveralls at no expense to the Employee.
- c) The Company agrees to provide, wherever possible:
  - Proper washing facilities including hot and cold water, hand cleaner, towels and washbasins.
  - ii) Suitable lockers for the protection of the Employees' clothing and personal belongings.
  - iii) A lunch space of sufficient size to accommodate staff.
  - iv) Adequate heat and ventilation in the garages.
- d) Employees required to report to work outside the Company's premises shall be paid for all travelling time, plus transportation and incidental expenses.
- e) Employees required to report for work outside of city limits, which necessitates them being absent from their homes, shall be paid at their regular rate of pay for that day for all time spent travelling to and from the job, plus all transportation, hotel and meal expenses. Travel time shall include time spent waiting for transportation.
- f) In addition, a premium of 25 cents per hour shall be paid over and above the regular rate for all time spent away from the Shop, with a minimum premium of 50 cents for any one call.
- g) No employee shall undertake work outside the Company premises which could be construed in any way as competitive to the Company.
- h) If an employee, in addition to their regular pay is the holder of a Level II Industrial First Aid Certificate and is designated by the Company to act as first aid person, they shall receive a \$20.00 per week in premium in addition to their regular pay.

- i) The Company agrees to give each employee, at his termination, statement of his period of employment, together with, if such is the case, reasons for his dismissal.
- j) Employees who are subpoenaed to attend Coroner's inquests as a result of their employment with the Company will be paid their regular straight time rate for all hours spent at such proceedings.
- k) 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.
- 1) The Company and the Local Union agree to negotiate a job posting programme for all non-trade categories.
- m) This Collective Agreement incorporates as contractual terms all of the provisions of parts 2, 3, 4, 5 and 7 of the Employment Standards Act, R.S.B.C. Chapter 113(1996), as they were in effect and applied on July 1<sup>st</sup>, 1999.
- n) i) Where an employee is required by the Employer to attend training, the Employer shall be responsible for the cost of the training course plus all reasonable transportation, accommodation and meal costs.
  - ii) The Employee shall be paid their regular straight time hourly rate of pay for the time attending such training to a maximum of their normal daily hours.

#### Section 3: Tools

- a) All employees' tools kept on the Company premises shall be insured against fire and burglary. Cost of such insurance will be borne by the Company.
- b) The Parties agree to co-operate in maintaining proper inventories of employees' tools kept on Company premises and to keep such inventories up to date to ensure that employees will be properly compensated for losses sustained because of burglary or fire.
- c) The Parties agree that specialized tools needed by tradesmen in the performance of their duties shall be supplied from the Company Tool Crib at no cost to the Employees.

#### **ARTICLE XVII - MEDICAL COVERAGE AND GROUP INSURANCE**

The Company will pay a maximum monthly amount as set forth below towards the cost of providing medical coverage, group insurance coverage and dental plan coverage. If the Employee is not enrolled with the provider of our group insurance program, there will be no payments made.

Single \$83.61 Other \$134.21

# Section 1: Medical

- a) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- b) The Company agrees to provide Extended Health Benefits including Hospitalization coverage, up to a maximum of \$7.50 per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- c) Subject to the provisions of the contract with the insurance carrier, the Company agrees that for employees who work twenty (20) hours or less per week, the Company will pay a pro-rated premium towards the cost of the benefit plan. The Employee will be required to pay the balance of the premium towards the cost of the benefits plan. The pro-rating formula will be the equivalent of the percentage ratio of the actual hours worked by the Employee in relation to the normal 40 hours per week.
  - (i.e. If an employee works twenty (20) hours per week, the employer will pay 20/40 of the employer's premium towards the benefit plan for that employee. If an employee works fifteen (15) hours per week, the employer will pay 15/40 of the employer's premium towards the benefit plan for that employee.)
- d) In the event of an employee being off sick, or on compensation and who has been on the plan for one (1) year, the Company agrees to pay the Company's share of the coverage to a maximum of thirty-two (32) weeks.
- e) A Vision Care Program be instituted to provide for payment up to a maximum of one hundred dollars (\$100.00) per person (employees and dependents) in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescriptions.
- f) In the event of a lay-off, the employer will, at the Employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of layoff and to provide the Employee with the option of extending this coverage for a further

nine (9) weeks with the Employee paying the total premium. The extended health plan provided shall include a pay direct drug card.

#### Section 2: Group Insurance

The Company will provide a health and welfare insurance plan for its employees on the following basis:

- a) Group Life Insurance for all employees under the age of 65 in the amount of \$50,000.
- b) Accidental Death and Dismemberment in the amount of \$50,000.
- c) Weekly Indemnity shall be equal to the amount provided by the E.I. Act and Regulations but in the event of any reduction in E.I. benefits, the weekly indemnity shall not fall below the amount in effect at June 30, 1996, and shall be payable for thirty-two (32) weeks with coverage commencing the first day of absence from work resulting from injury and on the sixth day of absence from work resulting from illness.
- d) Long term disability will be provided on the basis of fifty percent (50%) of wages to a maximum wage of \$1,500.00 per month to be paid disabled employees (subject to normally accepted insurance provision) until disability ceases or age 65, whichever comes first.
- e) In the event of an employee being off sick, or on compensation and who has been on the plan for one (1) year the Company agrees to pay the employer's share of the coverage to a maximum of thirty-two (32) weeks.
- f) In the event of a lay-off, the employer will, at the Employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of lay-off and to provide the Employee with the option of extending this coverage for a further nine (9) weeks with the Employee paying the total premium.

# Section 3: Dental Plan

A dental plan will be provided based on the following general principles:

- a) Basic dental services (Plan "A") Plan pays 100% of approved schedule of fees.
- b) Prosthetics, crowns and bridges (Plan "B") Plan pays 50% of approved schedule of fees.
- c) Orthodontic (Plan 'C') Plan pays 50% of approved schedule of fees (Lifetime maximum \$1,500.00). No waiting period. This provision shall be for dependents of employees only.
- d) Upon completion of sixty (60) working days, new employees shall be eligible to participate in the dental coverage.
- e) Participation in the Plan is to be a condition of employment.
- f) In the event of a lay-off, the employer will, at the Employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of lay-off and to provide the Employee with the option of extending this coverage for a further nine (9) weeks with the Employee paying the total premium.

# Section 4: Group Registered Retirement Savings Plan

The Company will put in place a new Group Retirement Savings Plan (GRRSP) with an Employer matching component. The GRRSP shall be based on the document entitled "Group Retirement Plan" attached.

# **Group Retirement Plan**

The Company will put in place for the year 2012 a new Group Retirement Savings Plan (RSP) with an Employer matching component. The purpose of the plan is to assist our valued employees in preparing financially for retirement.

The plan will have two components – a Group Registered Retirement Savings Plan (GRRSP) which will receive your deposits and a Deferred Profit Sharing Plan (DPSP) which the Company will contribute to on a matching basis. The matching formula is noted in the tables below.

The Employer DPSP Contribution will be a maximum of three thousand, three hundred dollars (\$3300.00) per year effective the date of ratification of the Collective Agreement.

#### For Technicians:

Year	Employee Contribution	Employer		
		Contribution		
2021	Up to 4%	Up to 4%		
2022	Up to 4%	Up to 4%		
2023	Up to 4%	Up to 4%		
2024	Up to 4%	Up to 4%		

# For all other bargaining unit employees:

Year	Employee Pension Contribution	Employer Pension Contribution
2021	Up to 3%	Up to 2.5%
2022	Up to 3%	Up to 3%
2023	Up to 3.5%	Up to 3.5%
2024	Up to 4%	Up to 4%

Ownership of the employer deposits is earned or vested over time as with many retirement plans. Our vesting schedule requires that you have 2 years of participation in the DPSP plan.

Employees are eligible to join the GRRSP plan upon completing 3 months of continued service. DPSP contributions will start after 12 months of service.

The basic employee and employer deposits are meant to be utilized for retirement income, not short-term savings, so withdrawals from the DPSP are not permitted while employed. Withdrawals of your basic GRRSP deposits are possible but in keeping with the purpose of the plan, are discouraged. Withdrawals of your basic deposit from the GRRSP account will result in our ceasing DPSP deposits for a period of 24 months. Any transfers from personal RRSPs or extra (voluntary) contributions you make to the Group RRSP can be withdrawn or transferred without affecting the continuation of the Company's DPSP deposits.

Our new plan is arranged on a group basis which provides extraordinary advantages over personal RRSPs. In addition to the Company matching deposits, your cost of investing is substantially lower leading to enhanced net rates of return. You also enjoy the conveniences of payroll deduction and immediate tax savings. In combination, these advantages lead to a faster accumulation of funds and enhanced levels of retirement income.

The plan is administered by Manulife Financial.

# **ARTICLE XVIII - UNION ACTIVITIES**

#### Section 1: Shop Stewards

- a) Shop Stewards shall be recognized and shall not be discriminated against.
- b) Shop Stewards shall be selected in the customary manner of Steelworkers, Local 1-2017; that is, they shall be elected by the members on the job, such election to be satisfied by the Executive of the Local.

# Section 2:

- a) The Union representatives shall be allowed access to the Company's premises during the lunch period.
- b) When it is desirable or necessary to enter the Company's premises at any other time than lunch period, with the exception of posting Union notices, permission shall first be obtained from Management.

# Section 3:

The Company agrees to provide adequate space in a permanent location for a bulletin board for the sole purpose of posting notices and letters pertaining to Union business.

# Section 4:

Any disciplinary entries into an employee's personnel file are to be initialled by that employee, with the Company to provide a copy for that employee.

#### Section 5:

The Company shall provide each employee with reasonable access to that employee's personnel file upon request.

# **ARTICLE XIX - WAGES AND CLASSIFICATIONS**

# Section 1: Service and Shop Employees

# a) <u>Technicians</u>

- i) All technicians must have a valid "Interprovincial" or "B.C.Ticket", must be capable of usually completing jobs within factory allowed times and must complete work in a thorough and competent manner.
- ii) The following hourly wage schedule shall be in force for all technicians as of the dates specified, and form the basis for wage payment (see Section 2):

The Technician Pay Scale, as outlined below, becomes effective on the Date of Ratification (DOR).

iii) Technicians required to attend "tac talk" will receive .4 (four) hour at their base rate.

The following wages and classification will reflect the following:

July 1, 2022 – .75 (seventy-five cents) per hour for all classifications

July 1, 2023 – 2% (two percent) per hour for all classifications

July 1, 2024 - \$1.00 (one dollar) per hour for all classifications

		July 1,2021	July 1,2022	July 1,2023	July 1,2024
Core Tech I	Base Rate	\$34.50	\$35.25	\$35.96	\$36.96
Core Tech I (hired after December 2 <sup>nd</sup> , 2011)		\$31.28	\$32.03	\$32.67	\$33.67
Core Tech II		\$34.50	\$35.25	\$35.96	\$36.96
+1 specialty		\$34.77	\$35.52	\$36.23	\$37.23
+2 specialties		\$35.16	\$35.91	\$36.63	\$37.63
+3 specialties		\$35.65	\$36.40	\$37.13	\$38.13
+4 specialties		\$36.14	\$36.89	\$37.63	\$38.63

		July 1,2021	July 1,2022	July 1,2023	July 1,2024
Automatic Transmission		<b>60</b> - 40	40.00	40000	400.00
Designated Specialty	Base Rate	\$35.46	\$36.21	\$36.93	\$37.93
+1 specialty		\$35.74	\$36.49	\$37.22	\$38.22
+2 specialties		\$36.12	\$36.87	\$37.61	\$38.61
+3 specialties		\$36.61	\$37.36	\$38.11	\$39.11
+4 specialties		\$37.10	\$37.85	\$38.61	\$39.61
		July 1,2021	July 1,2022	July 1,2023	July 1,2024
Gas Driveability Commercial Truck Designated Specialty	Base Rate	\$36.40	\$37.15	\$37.89	\$38.89
+1 specialty		\$36.67	\$37.42	\$38.17	\$39.17
+2 specialties		\$37.06	\$37.81	\$38.57	\$39.57
+3 specialties		\$37.55	\$38.30	\$39.07	\$40.07
+4 specialties		\$38.04	\$38.79	\$39.57	\$40.57

Employees currently receiving medium duty truck rate shall receive \$1.00 per hour when working on the Medium Duty Truck. Medium Duty Truck is defined as all vehicles larger than the 3500 model truck

# iv) Technicians Specialty/Certification Pay Scale

Core Tech I - base technician rate

<u>Core Tech II</u> - has completed course: SI, Tech II Scan Tool, Electrical Diagnosis and all current year video courses.

<u>Automatic Transmission Designated Specialty</u> and <u>Diesel Commercial Truck and Gas</u> <u>Driveability Designated Specialty</u>

Core Tech II maximum rate, plus an incremental increase for any additional specialities up to a maximum of four (4)

The "Automatic Transmission Designated Specialty" and The "Diesel Commercial Truck and Gas Driveability" Designated Certification category currently requires seven (7) Designated Technicians.

Wages	Core Tech	Core Tech	Automatic	Gas Driveability
and Classifications	1	2	Transmission	Commercial
				Truck
				Designated
Specialties				
<b>Engine Performance</b>	N/A	✓	✓	Qualifier
Engine Repair	N/A	<b>✓</b>	✓	<b>✓</b>
Steering/ Suspension	N/A	✓	✓	<b>✓</b>
Differential	N/A	✓	✓	✓
and Drivetrain				
Electrical	N/A	Qualifier	Qualifier	Qualifier
Climate Control	N/A	<b>✓</b>	✓	✓
Manual Transmission	N/A	<b>✓</b>	✓	<b>√</b>
Transfer Case	N/A	✓	✓	<b>✓</b>
Automatic Transmission	N/A	✓	Qualifier	✓
Brakes	N/A	<b>✓</b>	✓	<b>√</b>
Diesel Performance	N/A	<b>✓</b>	✓	Qualifier
Diesel Repair	N/A	✓	✓	Qualifier

v) Monthly rates of certain technicians may be set by mutual consent of the Company and the Union.

The Automatic Transmission Specialty category currently requires one (1) Primary Designated Specialty Tech and one (1) Secondary Designated Specialty Tech,

The Fuel & Driveability Specialty category currently requires four (4) Primary Designated Specialty Techs and one (1) Secondary Designated Specialty Tech.

# **Fuel & Driveability**

Fuel and Driveability includes gas and diesel diagnostic services, engine driveability and extensive electrical experience. Technicians in both primary and secondary designates will have the complete training sections completed for their area of expertise and be able to perform diagnostics and repairs in a thorough and competent manner. In order to obtain the premium associated with this designation, there must be a suitable applicant and an available opening offered by the Company.

# b) Apprentices

- All apprentices must have a valid contract with the Apprenticeship Training Board, Ministry of Education, Skills and Training and must complete work in a thorough and competent manner.
- ii) All apprenticeships shall be subject to the following restrictions and requirements:
  - (1) Apprentices may be employed at the ratio of a maximum of one (1) apprentice for every two (2) technicians.
  - (2) Apprenticeships must be completed in accordance with the specified completion date in the Apprenticeship Training Board contract for that apprentice, except where extension(s) are granted pursuant to (iii) below.
  - (3) Apprentices failing to complete their apprenticeship within the time permitted [ (ii)under 2. above], and who wish to remain in the employ of the Company, shall be assigned to the Serviceperson category and paid the wage for that category consistent with the seniority level earned during the apprenticeship period.
- iii) The Company will grant extensions to the required completion date in the Apprenticeship Training Board contract [(ii) 2. above], with each extension limited to a maximum of six (6) months and further limited to four (4) such extensions (twenty-four (24) months) for any apprentice and only in the following circumstances:
  - (1) Where the Apprenticeship Board requests an extension because they are unable to provide course training, or,
  - (2) Where the Employee requests an extension and the extension is supported by the Apprenticeship Training Board.
- iv) Where an extension has been granted under (iii) above, wages will be frozen at the pay level in effect at the time the extension is granted, however, in the case of an extension granted under (iii) 1. only, the Company shall retroactively adjust the pay level of the apprentice upon successful completion of the course for which the extension was granted, back to the date at which the Employee satisfied the time requirement hereunder and in accordance with (vi) herein.
- v) The following hourly wage schedule shall be in force for all apprentices as of the dates specified, and form the basis for Core Tech 2 wage payment as of 07/1/22:

	<u>July 1,2021</u>	July 1,2022	July 1,2023	July 1,2024
Apprentices				
1 <sup>st</sup> year 60%	\$20.70	\$21.15	\$21.57	\$22.57
2 <sup>nd</sup> year 70%	\$24.15	\$24.68	\$25.17	\$26.17
3 <sup>rd</sup> year 80%	\$27.60	\$28.20	\$28.77	\$29.57
4 <sup>th</sup> year 90%	\$31.05	\$31.73	\$32.36	\$33.36

- vi) To progress from one wage level to the next, the Apprentice must successfully complete both twelve (12) months of on-the-job training, as measured by seniority, and the Apprenticeship Training Board course work and exam for that level.
- vii) The Company shall pay apprentices while attending Vocational School the difference between the subsidies granted by the appropriate Government authorities and the regular wages of the Employee concerned.

#### c) Serviceperson

i) The following hourly wage schedule shall be in force for all serviceperson as of the dates specified and form the basis for wage payment:

	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Serviceperson				
1st six (6) months	\$19.90	\$20.65	\$21.06	\$22.06
2nd six (6) months	\$21.99	\$22.74	\$23.19	\$24.19
Thereafter	\$23.04	\$23.79	\$24.27	\$25.27
Licensed Serviceperson	\$24.78	\$25.53	\$26.04	\$27.04

The maximum number of licensed servicemen shall be as follows:

Date of ratification – as per ratio, but no more than three (3) serviceperson.

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July 1, 2006 – as per ratio but no more than four (4). July 1, 2007 – as per the ratio.
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ii) The primary duties of this classification would include tire rotation, wheel balance, installation and repair of accessories such as mud flaps, running boards and bug deflectors, general inspections (steering linkage, suspension, drive shaft, ball joints, etc.), maintenance brake inspections (inspect brake pads, rotors, drums, brake lines,

hoses, park brake system), diagnosis of squeaks and rattles, bulb replacements, cooling system flushes, replacement of fuel filters, replacement of spark plugs (excluding tune ups), replacement of pcv filters/valves, replacement of shocks (excluding struts), replacement of automatic transmission fluid and filters, battery testing (excluding AVR), exhaust work, wiper blade replacement and windshield replacement. Jobs will only be added to this list with the approval of the Shop Steward in that operation.

The primary duties of the licensed serviceperson, in addition to the serviceperson duties, would include fleet work, menu board repairs/maintenance, basic mechanical work that is consistent with the level of their licensing. The licensed serviceperson may perform warranty work of less than one (1) hour or specific warranty work in excess of one (1) hour agreed upon between the shop steward and management.

- iii) The Company may employ two (2) Serviceperson for every four (4) technicians.
- iv) First consideration will be given to employees in the "Lubeperson" category when filling vacancies in the "Serviceperson" category.

# d) <u>Lubesperson</u>

i) The following hourly wage schedule shall be in force for all Lubesperson as of the dates specified and from the basis of the wage payment:

Lubeperson	July 1,2021	July 1,2022	July 1,2023	July 1,2024
1st six (6) months	\$15.55	\$16.30	\$16.63	\$17.63
2nd six (6) months	\$16.90	\$17.65	\$18.00	\$19.00
Thereafter	\$18.21	\$18.96	\$19.34	\$20.34

- ii) The primary duties of this classification would include wrecker driver, tire repair, installation of seat covers, emergency road service, steam cleaning, lube, oil and filter services. Jobs will only be added to this list with the approval of the Shop Steward in that operation.
- iii) This classification shall apply only to those employees appointed after July 1, 1996.

# e) Express Lube Bay

The Employees who will be working as express lube bay people are a new form of work.

The primary duties of the express lube classification would include: Changing engine oil, replacing air filters, Changing spin on oil filters, 15 point inspections, Fluid top ups, Minor bulb replacements, and Fuel filters; if it is as a maintenance replacement and not part of a service package or drive ability issue.

	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Express/ Quick Lane		<del>.</del>		
1st six (6) months	\$15.01	\$15.76	\$16.08	\$17.08
2nd six (6) months	\$15.61	\$16.36	\$16.69	\$17.69
Thereafter	\$16.22	\$16.97	\$17.31	\$18.31

#### f) Service Advisor

i) The hourly rate for Service Advisors shall be as follows:

	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Service Advisors	\$25.04	\$25.79	\$26.31	\$27.31

- ii) Service Advisors will be paid a commission/incentive established by the Company and based on such factors as sales, gross profit, CSI, VOC, etc.
- iii) In each pay period, Service Advisors will be paid the greater of the guaranteed wage in i) above (including overtime) or the earnings described in ii) above.
- iv) Overtime provisions of the Collective Agreement will apply to the calculation of the guarantee as per i) above except when a return to work is required by the employer, in which case overtime will be paid in addition to the commission/incentive or guaranteed earnings.

# g) Service Advisor Improvers

i) The following hourly wage schedule shall be in force for all Service Advisor Improvers as of the dates specified and form the basis for wage payment:

Service Advisor Improvers	July 1,2021	July 1,20222	July 1,2023	July 1,2024
1 <sup>st</sup> six (6) months	\$16.09	\$16.84	\$17.18	\$18.18
2 <sup>nd</sup> six (6) months	\$17.18	\$17.93	\$18.29	\$19.29
3 <sup>rd</sup> six (6) months	\$18.28	\$19.03	\$19.41	\$20.41
4 <sup>th</sup> six (6) months	\$19.40	\$20.15	\$20.55	\$21.55
5 <sup>th</sup> six (6) months	\$20.51	\$21.26	\$21.69	\$22.69
6 <sup>th</sup> six (6) months	\$22.44	\$23.19	\$23.65	\$24.65

- ii) Service Advisor Improvers shall be eligible to participate in the commission/incentive program as outlined in g) ii) once they have reached the 2nd six (6) months level and then only at the discretion of management. Once a Service Advisor Improver completes the 6th six (6) months level, he/she shall automatically participate in any existing commission/incentive program.
- iii) In each pay period, Service Advisor Improvers who are participating in a commission/incentive program as per ii) above, will be paid the greater of their hourly earnings and overtime in accordance with the scale in i) above, or the commission/incentive paid at the percentage rate of entitlement based upon i) above.
- iv) Overtime provisions of the Collective Agreement will apply to the calculation of the guarantee as per iii) above except when a return to work is required by the employer, in which case overtime will be paid in addition to the commission/incentive or guaranteed earnings.

# h) Service Advisor Assistant

i) The rate for the Service Advisor Assistant will be:

Service Advisor Assistant	July 1,2021	July 1,2022	July 1,2023	July 1,2024
1 <sup>st</sup> six (6) months	\$17.26	\$18.01	\$18.37	\$19.37
Thereafter	\$17.87	\$18.62	\$18.99	\$19.99

The Service Advisor Assistant shall be eligible to participate in a commission/incentive program based on performance factors to be determined.

- ii) The intent of the Service Advisor Assistant is to perform such duties as assigned in order to permit the Service Advisor to be primarily focused on the customer relations/sales aspects of their position.
- iii) Service Advisor Assistants may be employed to the maximum ratio of one (1) Service Advisor Assistant for every two (2) Service Advisors and Improvers.

# Section 2: Wage Payment - Flat Rate System

#### a) Determination of Earned Hours

- i) Technicians shall be paid according to the hours required to complete each job, as stipulated in the SPG/All-Data, on a flat rate time/warranty time or straight time basis and not according to actual time clocked on the job.
- ii) Paragraph a(i) above shall cover all repairs and govern the pay earned on all repairs, except:
  - (1) manufacturer warrantable repairs, which shall be paid in accordance with the times stipulated by the manufacturer,
  - (2) certain operations, not covered under the Motor Labour Guide Manual, Professional Service Trade Edition, shall be paid on a straight time basis,
  - (3) repairs on new car models not covered by the Motor Labour Guide Manual, Professional Service Trade Edition, shall be paid in accordance with the factory allowed time, and,

(4) diagnostic and job preparation time above and beyond that already allowed for in the stipulated flat rate shall be paid on a straight time basis.

#### b) Flat Rate Earning Guarantee

- i) Flat Rate Guarantee
  - (1) for technicians, a guarantee of one hundred per cent (100%) of actual time clocked will apply, regardless of how many hours the Employee earned under the flat rate system, subject only to the provisions of Article VII (e) (the minimum four (4) hour call to work guarantee). Time clocked for the purposes of the guarantee will be the time spent working on productive work orders.
  - (2) all technicians will be paid the guarantee described in 1) above or the actual sold flat rate hours for the pay period, whichever is greater. (Note: When calculating a technician's hours, Management requested Stand By, Non-Productive or Shop Time will be paid in addition to the flat rate earnings at applicable rates to prevent these duties from undermining a technicians flat rate earnings.)
- ii) Technicians' time tickets are to be calculated on a daily basis and returned by 10:00 a.m. the following working day.
- iii) All completed jobs on such said time tickets are to be flat rated on the tickets.
- iv) Jobs not completed within a work day are to be paid at actual time and upon completion of the job an adjustment will be made pertaining to the flat rate time for the job versus the actual time already paid. In those instances, where the flat rate exceeds the actual time paid, an addition will be made to the time ticket and in those instances where the flat rate is less than the actual time paid, a deduction will be made to the time ticket
- v) The flat rate system will not generate overtime provisions unless more than eight (8) hours has been worked.
- vi) Flat rate earnings shall be subject to adjustment under certain circumstances as follows:
  - (1) Time required to perform repeat repairs or "comebacks" shall only be deducted when the repeat repair is required within ninety (90) days or 5,000 kilometres of the original repair. The Company agrees to allow repeat repairs to be performed by the Employee who did the original job whenever possible.

- (2) Any recalculations required will only be applied to the flat rate hours in excess of the guarantee for the pay period.
- vii) In all cases of flat rate earnings adjustments under the provisions of (vi) above, the Company shall provide copies of all available supporting documentation upon request.

#### c) Flat Rate Committee

The Company and Union shall establish a flat rate committee to make changes as required in the administration of the provisions affecting the flat rate system. The committee's mandate will be to improve and enhance the flat rate system but will not in any way supersede or replace the provisions of Articles XIV and XV (Grievance Procedures and Arbitration.)

#### d) Banked Hours

All monies earned during a pay period will be paid out on the following payday unless the Employee elects to bank earned hours. Employees may bank hours on the following basis:

- i) hours earned in excess of eight (8) hours per pay period are eligible to be banked,
- ii) banked time cannot be used to create additional time off, and,
- iii) banked time is payable on any regular payday upon request by the Employee.

#### e) Standby Time Provisions

When no mechanical work is available and employees are requested to remain at the work site on standby, they will be paid a standby rate. The standby rate shall be equal to fifty percent (50%) of their regular rate. Management must specifically request an employee remain on standby. To accomplish this, time clocked on standby must be punched on the time ticket separately and must be initialled by management. Standby time not initialled by management will not be paid.

### f) Maintenance Time Provisions

When no mechanical work is available and employees are specifically requested by management to perform maintenance or other non-trade work, they will be paid a shop maintenance rate. The shop maintenance rate shall be equal to seventy-five percent (75%) of their regular rate. Management must specifically request an employee to perform maintenance or other non-trade work, and regular stall clean up before and after a job is not to be considered shop maintenance. To accomplish this, all non-trade time to be paid at the shop maintenance rate must be initialled on the time ticket by management.

### Section 3: Parts and Other Employees

## a) Qualified Parts People

The following hourly wage schedule shall be in force for all current Qualified Parts People as of the dates specified, and form the basis for wage payment:

	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Qualified Parts People	\$32.40	\$33.15	\$33.81	\$34.81

The hourly base rate for Qualified Parts People hired after June 30, 1999 shall be \$21.50 prior to wage increase set forth in item 13.

	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Qualified Parts People	\$28.75	\$29.50	\$30.09	\$31.09

## b) Parts People Improvers

The following hourly wage schedule shall be in force for all Parts People Improvers as of the dates specified, and form the basis for wage payment:

Deute Bereite toeren	July 1,2021	July 1,2022	July 1,2023	July 1,2024
Parts People Improvers	<del></del>		,	
1 <sup>st</sup> six (6) months 60%	\$17.85	\$18.60	\$18.97	\$19.97
2 <sup>nd</sup> six (6) months 65%	\$19.21	\$19.96	\$20.36	\$21.36
3 <sup>rd</sup> six (6) months 70%	\$20.58	\$21.33	\$21.76	\$22.76
4 <sup>th</sup> six (6) months 75%	\$21.94	\$22.69	\$23.14	\$24.14
5 <sup>th</sup> six (6) months 80%	\$23.30	\$24.05	\$24.53	\$25.53
6 <sup>th</sup> six (6) months 90%	\$26.03	\$26.78	\$27.32	\$28.32

## c) Shipper/Receiver

The following hourly wage schedule shall be in force for all Shipper/Receivers as of the dates specified, and form the basis for wage payment:

Shipper/Receiver	<u>July 1,2021</u>	July 1,2022	July 1,2023	July 1,2024
1st six (6) months	\$15.76	\$16.51	\$16.84	\$17.84
2 <sup>nd</sup> six (6) months	\$17.12	\$17.87	\$18.23	\$19.23
Thereafter	\$18.45	\$19.20	\$19.58	\$20.58

# d) Installer

The duties of the Installer would be the installation of rock guard, spray in box liners, body raps, future high-end accessories, as well as the duties of the General Helper classification including light truck driver, stock control clerk, undercoating, application of paint and upholstery treatment, detailers, runners, car jockeys, car wash, general shop cleaning and maintenance. Additional duties will only be added to this list with the approval of the Shop Steward in that operations.

Installer	July 1,2021	July 1,2022	July 1, 2023	July 1,2024
1st six (6) months	\$15.39	\$16.14	\$16.46	\$17.46
2nd six (6) months	\$19.40	\$20.15	\$20.55	\$21.55
Thereafter	\$21.54	\$22.29	\$22.74	\$23.74

A bonus of one dollar (\$1.00) per hour will be paid for all durashield installations.

# e) Installer Glass (Red Seal Automotive Glass Technician)

The duties of the Installer Glass are the Installation or repair of lass windshields as well as the duties of the General Helper classification including light truck driver, stock control clerk, undercoating, application of paint and upholstery treatment, detailers, runners, car jockeys, car wash, general shop cleaning and maintenance. Additional duties will only be added to this list with the approval of the Shop Steward in that operation.

Current rate as of June 30, 2018, \$26.85

Installer Glass	July 1, 2021	July 1,2022	July 1,2023	July 1, 2024
Red Seal	\$28.35	\$29.10	\$29.68	\$30.68

### f) General Helper

The duties of the General Helper include light truck driver, stock control clerk, undercoating, and application of paint and upholstery treatment, detailers, runners, car jockeys, car wash, general shop cleaning and maintenance. Additional duties will only be added to this list with the approval of the Shop Steward in that operation.

General Helper	July 1,2021	July 1,2022	July 1,2023	July 1,2024
1 <sup>st</sup> six (6) months	\$15.19	\$15.94	\$16.26	\$17.26
2 <sup>nd</sup> six (6) months	\$15.89	\$16.64	\$16.97	\$17.97
Thereafter	\$16.84	\$17.59	\$17.94	\$18.94

The primary duties of the General Helper classification would include light truck driver, stock control clerk, undercoating, application of paint and upholstery treatment, runners, car jockeys, car wash, general shop cleaning and maintenance. Additional duties will only be added to this list with the approval of the Shop Steward in that operation.

# Section 4: General Provisions

### a) Other

i) Any employee who is voluntarily reclassified to a new job title shall receive the rate for the new job from the wage scale applicable to his/her hiring date. If the Company requested the Employee to make the move, he/she shall receive exactly the same rate as he/she would have received under his/her original job title.

- ii) For the purposes of paragraph i) above, bumping as a result of a layoff shall be considered as a voluntary reclassification.
- iii) All employees will be provided two (2) ten-minute breaks, one within each half shift, at a time designated by the Company, which shall not be later than one hour before the end of each half shift.

## ARTICLE XX - TOOL/SAFETY BOOT REIMBURSEMENT

- a) After one (1) year of employment, each shop employee will be reimbursed up to five hundred (\$500.00) dollars for the purchase of tools or approved safety boots for work, during each contract year of the Collective Agreement, upon the presentation of receipt or a photocopy of that receipt.
- b) After one (1) year of employment, Service Advisors, Express Lube employees, and Detail Shop employees will be reimbursed up to One Hundred and Fifty (\$150.00) Dollars for the purchase of approved safety boots for work, during each contract year of the Collective Agreement, upon the presentation of receipt or a photocopy of that receipt.
- c) After one (1) year of employment, Quick Lube employees will be entitled to reimbursement of Three Hundred dollars (\$300.00) for the purchase of safety boots or tools upon presentation of the receipt or a photocopy of that receipt.

#### ARTICLE XXI - DURATION OF AGREEMENT

### Section 1:

The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of July 2021 to the 30<sup>th</sup> day of June, 2025; and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. 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 on the Local

Officers of the Union, Party of the Second Part, at least four (4) months prior to the expiry of any yearly period. 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 that a subsequent agreement is reached, or until negotiations are discontinued by either Party.

# Section 2:

The Parties hereto agree that the operation of Section 66(2) of the Labour Code of British Columbia Act 1973 is excluded from this Agreement.

DATED this day of Sept , 2022.

FOR:

WOOD WHEATON CHEVROLET

CADILLAC LTD

FOR:

STEELWORKERS, LOCAL 1-2017

President

Financial Secretary

### LETTER OF UNDERSTANDING - TOOL REPAIR AND REPLACEMENT

BETWEEN: WOOD WHEATON CHEVROLET CADILLAC LTD.

AND: STEELWORKERS, LOCAL 1-2017

The Parties mutually agree that certain tools owned by the individual employees and used in the shop in the performance of their assigned work, shall be repaired or replaced by the Company with tools of the same brand at no cost to the Employee, if broken in the performance of their assigned duties or if they are rendered unusable because of wear and tear, and provided that:

- i) the Employee has been in the employ of the Company for a period of not less than six (6) months, and
- ii) the tool has not been broken or rendered unusable through abuse or neglect.

The Parties further agree that only tools named herein shall be covered by the provisions of this Letter of Understanding:

1. Air Tools

4. Creepers

2. Cordless Power Tools

5. Measuring Tools

3. Work Lights

6. Pullers

The Parties further agree that tool repair or replacement as provided for herein shall be further limited by the following:

- all technicians and apprentices shall provide a list of tools they expect should be covered under the terms of the Letter of Understanding, including make, model and serial number or agreed upon markings
- ii) this initial list must be mutually agreed upon between individual technicians and apprentices and the Companies, such agreement to be signified by both the Employee and management initialing and dating a copy of the list.
- iii) once mutually agreed upon, initialed and dated, the original of the list shall be placed in the Employee's personnel file and a copy shall be returned to the Employee,
- iv) the Employee is solely responsible for maintaining the list in a current status by adding any new acquisitions,
- v) additions to this list will only be made with the approval of management, and,

of Understanding.	
DATED this 8 day of 5ept	, 2022.
FOR: WOOD WHEATON CHEVROLET CADILLAC LTD.	FOR: STEELWORKERS, LOCAL 1-2017
	Brian Okourke President
All and the second seco	Financial Secretary
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vi) only tools on this list will be eligible for replacement or repair under the terms of this Letter

# <u>LETTER OF INTENT – APPRENTICESHIP PROGRAM</u>

BETWEEN: WOOD WHEATON CHEVROLET CADILLAC LTD.

AND:	STEELWORKERS, LOCAL 1-20	17
With	regard to Article XIX, Section 1(b) of the Co	llective Agreement:
(b	) Apprentices	
		provisions of the Collective Agreement do not he availability and provision of apprenticeships.
	•	ne necessity of being able to have a program that mployees who are selected by the Company to
	· · · · · · · · · · · · · · · · · · ·	meet to discuss a mutually agreeable program nployees who are selected by the Company to
DATE	D this 8th day of Sept	, 2022.
	D WHEATON CHEVROLET	FOR: STEELWORKERS, LOCAL 1-2017
		Bran Okouk
4		President

E&OE

**Financial Secretary** 

### **LETTER OF UNDERSTANDING - Changes in Classification**

BETWEEN: WOOD WHEATON CHEVROLET CADILLAC LTD.

AND:

STEELWORKERS, LOCAL 1-2017

The Parties mutually agree to amend Article XIX – Wages and Classifications, Section 1 a) Technicians as follows:

Change the classification "Core Tech 2" to now read "Designated Warranty / Propulsion Specialists".

# **Designated Warranty / Propulsion Specialists**

The primary duties of this classification are, Automatic Transmission, Gas engine Drivability and repair, Diesel Engine Performance Diagnoses and Repairs, Engine and Body Control Computers, H.I.M Systems.

The following hourly wage for this classification are as follows:

Designated Warranty / Propulsion Specialists hourly wage.

July 2021 July 2022 July 2023 July 2024 \$40.17 \$40.95 \$41.77 \$42.77

The Designated Warranty / Propulsion Specialist Classification currently requires 7 Designated Specialists.

The number of Specialists required will be determined by the Company based on the volume of hours booked by operation code bookings and the number of Specialists required to meet those hours.

The above classification can be cancelled after giving the other party in this agreement a 30-day written notice of intent to cancel.

DATED this 8 day of Sept	, 2022.
FOR:	FOR:
WOOD WHEATON CHEVROLET	STEELWORKERS, LOCAL 1-2017
CADILLAC LTD.	Brian Showk
Jen	President Rod Park
	Financial Secretary

### **LETTER OF UNDERSTANDING - Changes in Classification**

BETWEEN: WOOD WHEATON CHEVROLET CADILLAC LTD.

AND: STEELWORKERS, LOCAL 1-2017

### Intent

The intent of changing classifications is to improve efficiency and remunerate our employees for high tech repairs while having them utilize their critical skill sets and specialized training.

The application of these changes will be evaluated monthly with a sub-committee of the flat rate committee allowing both parties to explore possible adjustments that would benefit both parties.

If after 6 months of these changes, they are found acceptable by both parties the intent is to suspend the Cancellation Clause and incorporate these changes as a permanent part of the collective agreement.

The Parties mutually agree to amend Article XIX – Wages and Classifications, Section 1 a) Technicians

#### Cancellation

The above classification can be cancelled after giving the other party in this agreement a 30-day written notice of intent to cancel.

DATED this 8 day of Sept	, 2022.
FOR: WOOD WHEATON CHEVROLET CADILLAC LTD.	FOR: STEELWORKERS, LOCAL 1-2017  Brian Offourth  President  Financial Secretary
E & O E	

## **LETTER OF UNDERSTANDING - Changes in Classification**

BETWEEN: WOOD WHEATON CHEVROLET CADILLAC LTD.

# AND: STEELWORKERS, LOCAL 1-2017

The Parties mutually agree to amend Article XIX — Wages and Classifications, Section 1 a) Technicians as follows:

Change the title "Core Tech" and "Core Tech 1" to now read "Licensed Core Serviceperson".

### <u>Licensed Core Serviceperson</u>

The primary duties of the licensed core serviceperson include mechanical work that is consistent with the level of their licensing. The licensed core serviceperson may perform warranty work consistent with the level of their licensing.

The following hourly wage schedule shall be in force dependent on training and date of hire.

Licensed Core Serviceperson	July 2021	July 2022	July 2023	July 2024
	\$34.50	\$35.25	\$35.96	\$36.96
Licensed Core Serviceperson	July 2021	July 2022	July 2023	July 2024
Hired after 12/2/2011	\$31.28	\$32.03	\$32.67	\$33.67

Perform maintenance repairs as designated by labor operation code a Maintenance at the following hourly rates:

July 2021	July 2022	July 2023	July 2024
\$28.50	\$29.25	\$29,84	\$30.84

For Licensed Core Servicepersons to move into the Designated Warranty / Propulsion Specialists Category they must:

Complete training sections completed for their area of expertise and be able to perform diagnostics and repairs in a thorough and competent manner. In order to obtain the premium associated with this designation, there must be a suitable applicant and an available opening offered by the Company.

The above classification can be cancelled after giving the other party in this agreement a 30-day written notice of intent to cancel.

DATED this S day of Sept	, 2022.
FOR:	FOR:
WOOD WHEATON CHEVROLET	Steelworkers, Local 1-2017
CADILLAC LTD.	Brian O'Kaurke
	President
	Rod Park
E & O.F.	Financial Secretary