

**COLLECTIVE AGREEMENT**

BETWEEN

**WHEATON CHEVROLET BUICK CADILLAC GMC LTD.**

AND

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AUTOMOTIVE LODGE 456**

**MAY 1, 2014 - APRIL 30, 2018**

## INDEX

<u>ARTICLE</u>		<u>PAGE</u> <u>NO.</u>
	<b>PARTIES TO AGREEMENT</b>	
	<b>DEFINITIONS</b>	
1.	<b>UNION RECOGNITION AND RIGHTS</b>	1
	1.01 Bargaining Agent Recognition	1
	1.02 No Other Agreement	1
	1.03 Correspondence	1
	1.04 Non-Bargaining Unit Employees	1
	1.05 Job Posting	1
	1.06 Call Union Before Hiring Help	1
	1.07 Human Rights	2
	1.08 Access to Company Premises	2
	1.09 The Right to Respect Picket Lines	2
	1.10 Recognition and Rights of Stewards	2
	1.11 Notify Union Before Discharging Steward	2
	1.12 Process Improper Termination as Grievance	2
	1.13 Notify Steward Weekly of New Employees	3
2.	<b>ASSOCIATION MEMBERS AND UNION TO ACQUAINT NEW EMPLOYEES</b>	3
3.	<b>UNION SECURITY AND DUES CHECKOFF</b>	3
	3.01 Maintenance of Membership	3
	3.02 Union Shop	3
	3.03 Dues Checkoff	3
	3.04 Discharge for Failure to Pay Dues	3
	3.05 Dues Remittance	4
4.	<b>HOURS OF WORK</b>	4
	4.01 Shift Description	4
	4.02 Hours of Work	4
	4.03 Second Shift	4
	4.04 Tuesday to Saturday Work Week	4
	4.05 Shift Premium for Saturday	4
	4.06 Meal Periods	4
	4.07 Weekly Guarantee	5
	4.08 Bonus Computation	5
	4.09 Minimum Daily Hours	5

## INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
5. <b>OVERTIME</b>	5
5.01 Overtime Entitlement	5
5.02 Overtime Voluntary	6
5.03 Call-out Provisions	6
5.04 Overtime on Sundays	6
6. <b>HOLIDAYS AND HOLIDAY WORK</b>	6
6.01 Paid Holidays	6
6.02 Straight-time Pay for Statutory Holidays	6
6.03 Holiday Pay Eligibility	6
6.04 Double Time for Work on Statutory Holidays	7
6.05 Statutory Holidays which Fall on Weekends	7
6.06 Work On A Holiday	7
7. <b>VACATIONS WITH PAY</b>	7
7.01 Vacation Scheduling	7
7.02 Vacations List	7
7.03 Consecutive Weeks Vacation	8
7.04 Changes in Vacation Schedule	8
7.05 Vacation Based on Anniversary Date	8
7.06 Statutory Holiday Falls on Vacation	8
7.07 Annual Vacation Entitlement	8
8. <b>SENIORITY</b>	9
8.01 Seniority Defined	9
8.02 Seniority Principle	9
8.03 Probation Period	9
8.04 Bumping	9
8.05 Discussion with Union Prior to Layoff Out of Seniority	9
8.06 Recall	9
8.07 Posting Seniority List	10
8.08 Bargaining Unit Seniority	10
9. <b>DISMISSAL, SUSPENSION AND DISCIPLINE</b>	10
9.01 Discipline or Dismissal	10
9.02 Notice of Dismissal and Suspension	10
9.03 Right to Grieve Other Disciplinary Action	10
9.04 Employee Appraisal Forms	10
9.05 Personnel File	11
9.06 Right to Have Steward Present	11
9.07 Notice of Layoff or Pay in Lieu	11

## INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
10. <b>SEVERANCE PAY</b>	12
10.01 Severance Pay	12
10.02 Employment Retained by Reclassification	12
11. <b>GRIEVANCE</b>	12
11.01 Grievance Defined	12
11.02 Grievance Procedure Steps	13
11.03 Policy Grievance	13
12. <b>ARBITRATION</b>	13
12.01 Arbitration Procedure Steps	13
13. <b>MOONLIGHTING</b>	14
14. <b>MANAGEMENT</b>	14
14.01 Management Rights	14
14.02 Work Distribution	14
15. <b>GENERAL PROVISIONS</b>	14
15.01 Coveralls Provided	14
15.02 Other Apparel Provided	14
15.03 Tool Insurance	15
15.04 Employees to Receive a Copy of Time Cards	15
16. <b>SPECIAL AND OTHER LEAVE</b>	15
16.01 Leave for Jury Duty	15
16.02 Special Leave	15
16.03 Bereavement Leave	15
16.04 Leave for Union Business	15
16.05 Sickness Leave	16
16.06 Maternity Leave	16
17. <b>OCCUPATIONAL HEALTH AND SAFETY</b>	16
17.01 Safety Committee	16
17.02 Safety Trouble Lights	16
17.03 Safety Fuel Containers	16
17.04 Safety Glasses	16
17.05 Safety Boots	16

## INDEX

<u>ARTICLE</u>	<u>PAGE NO.</u>
18. <b>APPRENTICES</b>	17
18.01   Apprenticeship Opportunities	17
18.02   Training Improvements	17
18.03   Apprentice-Journeyman Ratio	17
18.04   Apprentice Seniority	17
18.05   Reclassification on Completion	17
19. <b>SAVINGS CLAUSE</b>	17
19.01   Agreement Shall Not Reduce Existing Conditions	17
19.02   Legislation	17
19.03   Subcontracting	18
19.04   Sub-headings	18
20. <b>HEALTH AND WELFARE</b>	18
20.01   Contributions	18
20.02   Life Insurance	18
20.03   Weekly Wage-Loss Insurance	18
20.04   B.C. Medical Plan	18
20.05   Extended Medical Benefits	19
20.06   Long-Term Disability	19
20.07   Dental Plan	19
20.08   Benefit Coverage While Off Work	19
20.09   Participation Mandatory	19
20.10   Health and Welfare Plan Administration	19
21. <b>PAYMENT OF WAGES AND ALLOWANCES</b>	19
21.01   Classification and Rates of Pay	19
21.02   Pay Rate While Working at Higher Classification	20
21.03   Apprentice Pay for Trade School	20
21.04   Supplementary Retirement Plan	20

**INDEX**

<b><u>ARTICLE</u></b>	<b><u>PAGE NO.</u></b>
<b>21. PAYMENT OF WAGES AND ALLOWANCES Cont.d</b>	
21.05 Payment for Lost Time on Day of Injury	21
21.06 Pay Days and Pay Cheques	21
21.07 Pay on Termination	21
21.08 Rates Reflect Contributions to Retirement Plan	21
21.09 Legislative Rates and Schedules to be Adopted	21
21.10 Web-Based Training	21
<b>22. TECHNOLOGICAL CHANGE</b>	<b>22</b>
22.01 Advance Notification	22
22.02 Retraining	22
22.03 Rate Adjustment	22
22.04 Severance Pay	22
<b>23. DURATION</b>	<b>22</b>
23.01 Duration	22
23.02 Notice Precludes Change	23
<b>SIGNATURE PAGE</b>	<b>23</b>
<b>APPENDIX "A" - CLASSIFICATION AND MINIMUM RATES OF PAY</b>	<b>24</b>
<b>LETTER OF UNDERSTANDING #1</b>	<b>27</b>
<b>LETTER OF UNDERSTANDING #2</b>	<b>28</b>
<b>LETTER OF UNDERSTANDING #3</b>	<b>29</b>

## COLLECTIVE AGREEMENT

BETWEEN:

**WHEATON CHEVROLET BUICK CADILLAC GMC LTD.  
OF THE  
CITY OF VICTORIA,  
PROVINCE OF BRITISH COLUMBIA,**

(hereinafter called "the Company")

OF THE FIRST PART

AND:

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
VICTORIA LODGE 456  
OF THE  
CITY OF VICTORIA, PROVINCE OF BRITISH COLUMBIA**

(hereinafter called "The Union")

OF THE SECOND PART

**WHEREAS** the parties hereto have agreed to enter into collective a bargaining agreement upon the terms and conditions hereinafter set forth in respect to certain employees covered by the Labour Relations Board of British Columbia;

**NOW THIS AGREEMENT WITNESSETH** that, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

### DEFINITIONS

For the purpose of this Agreement,

- (1) **"employee"** means a person employed by the Company who is included in the Certification issued by the Labour Relations Board.
- (2) **"Company"** means Dave Wheaton Pontiac Buick GMC Ltd.
- (3) **"Union"** means the International Association of Machinists and Aerospace Workers;
- (4) **"week"** is a period of seven (7) days, Monday to Sunday, inclusive;
- (5) **"week's pay"** is a total of forty (40) hours at the employee's current rate of pay;
- (6) **"guaranteed hour"** is a period of one (1) hour in an employee's shift. It shall not include time accumulated through bonus.

## **ARTICLE 1 - UNION RECOGNITION AND RIGHTS**

### **1.01 Bargaining Agent Recognition**

The Company, or any person authorized to act on its behalf, recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment for all employees covered by this Agreement. The Union shall notify the Company of the names of officially-elected committees.

### **1.02 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement as provided by the Labour Code.

### **1.03 Correspondence**

- (a) The Company agrees that all written correspondence between the Company and the Union, related to matters covered by this Agreement, shall be sent to the Business Representative of the Union or his/her designate.
- (b) The Company agrees that a copy of any written correspondence between the Company and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, as it applies to that employee, shall be forwarded to the Business Representative of the Union or his/her designate and the steward.

### **1.04 Non-Bargaining Unit Employees**

Non-bargaining unit employees, including supervisory employees, shall not perform work normally performed by employees in the bargaining unit to such an extent that it may displace a bargaining unit employee.

### **1.05 Job Posting**

All new or vacant jobs shall be promptly posted on the bulletin boards for five (5) days.

### **1.06 Call Union Before Hiring Help**

When hiring help, the Company agrees to first call the Union office. The Company agrees that its members will give preference to the hiring of members of this Union before engaging non-union help.



**1.07 Human Rights**

There shall be no discrimination, interference, restriction coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place. Should any dispute arise regarding any of the foregoing, the employee shall be entitled to recourse through the grievance procedure in this Agreement.

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 1.07 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**1.08 Access to Company Premises**

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

**1.09 The Right to Respect Picket Lines**

It shall not be a violation of this Collective Agreement if members of this Union respect and/or honour a legal picket line.

**1.10 Recognition and Rights of Stewards**

- (a) Employees shall be permitted to appoint their own stewards; and the Company will be advised of such appointments and subsequent changes.
- (b) A reasonable allowance of time during working hours will be provided for the steward to submit and discuss grievances with management.

**1.11 Notify Union Before Discharging Steward**

When the Company finds it necessary to discharge a steward, the Business Representative of the Union shall be notified prior to such discharge.

**1.12 Process Improper Termination as Grievance**

Should a member of this Union state that he/she was improperly expelled or suspended from the said Union, the matter shall be dealt with as a grievance as is hereinafter provided.

**1.13 Notify Steward Weekly of New Employees**

Notification shall be given once each week to the steward of the Union, of the names of all newly-hired employees who are covered by the Agreement.

**ARTICLE 2 - COMPANY AND UNION TO ACQUAINT NEW EMPLOYEES**

The Company agrees that it will acquaint new employees with the fact that a Collective Agreement is in effect, and will introduce him/her to the steward.

**ARTICLE 3 - UNION SECURITY AND DUES CHECKOFF****3.01 Maintenance of Membership**

Any person employed by the Company who, at the date of this Agreement, was a member of the Union in good standing, or who has become a member of the Union since that date, shall, as a condition of employment, maintain membership in good standing; and any employee who hereinafter, during the life of this Agreement, becomes a member, or is reinstated as a member, of the Union, shall, as a condition of continued employment maintain membership in good standing in the Union.

**3.02 Union Shop**

All new employees, upon being hired, shall be required to sign an application for membership in the Union, and a checkoff authorization, before commencing work. The membership application shall list the classification of the employee. The application for membership and the checkoff authorization for deduction of monthly dues and initiation or reinstatement fees may be completed by the steward or the Company personnel department and, when signed, shall be forwarded to the Union office. These forms shall be supplied by the Union. Exception to the foregoing will be made in the case of present employees who, at April 30th, 1973, were not members, but were paying dues only by checkoff authorization.

**3.03 Dues Checkoff**

All employees of the Company who are or may be covered by the certificate of bargaining authority issued to the Union by the Department of Labour of the Province of British Columbia shall pay the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of their employment, dues and initiation fees by payroll deduction as may from time to time be established by the Union for its members, in accordance with its Constitution and/or Bylaws.

**3.04 Discharge for Failure to Pay Dues**

In the event that any employee affected by the foregoing fails to pay his monthly dues, the Company shall discharge such employee within five (5) days of receipt of written notice from the Union that he has not complied with this paragraph and/or that he is in arrears in accordance with the Union Constitution.

**3.05 Dues Remittance**

Upon receipt of a signed authorization from the employee, the Company agrees to deduct and pay over to the Secretary-Treasurer of the Union any initiation or reinstatement fees and the monthly dues to the Union. The Company agrees to forward such deductions to the Union office no later than the fifteenth (15th) day of the month following that for which the deductions were made.

**ARTICLE 4 - HOURS OF WORK****4.01 Shift Description**

The hours of work on all shifts shall be eight (8) hours per day, exclusive of lunch period, forty (40) hours per week. A meal period shall be taken within one hour of the middle of each shift. A fifteen (15) minute coffee break shall be granted to all employees within one-half hour of the middle of each half shift. Except for change-over of shifts, employees shall be given two (2) consecutive days off, one being Sunday and shifts shall not be split except for meal period. Shifts shall not be changed unless thirty (30) days notice in writing is given.

**4.02 Hours of Work**

The basic work week shall consist of five (5) days, Monday to Friday inclusive. The hours of work on the first shift shall be between 7:30 a.m. to 5:30 p.m., work to commence not later than 8:30 a.m.

**4.03 Second Shift**

If a second shift is employed which starts after 10:00 a.m., employees shall receive a premium of five percent (5%) for all hours worked on this shift.

**4.04 Tuesday to Saturday Work Week**

A Tuesday to Saturday work week may be implemented consisting of five (5) days, forty hours a week, Tuesday to Saturday inclusive. It is understood that Section 8.02 Seniority Principle shall apply in manning this shift.

**4.05 Shift Premium for Saturday**

All bargaining unit employees required to work Saturday shall be paid a premium of five percent (5%) over their regular hourly rate.

**4.06 Meal Periods**

Each employee shall take one (1) full hour for lunch provided that, if a majority of employees in any one shop and management agree upon a one-half (1/2) hour lunch period same shall thereupon become effective in said shop; and shall remain effective until a majority vote of employees shall determine otherwise. A revote is not to be taken until at least thirty (30) days have expired from the date of the last vote.

**4.07 Weekly Guarantee**

After one (1) month's continuous employment, hourly paid workers will be guaranteed thirty-six (36) hours' employment weekly providing, however, such hourly-paid workers report daily for work. When it is necessary to send an employee home because of a shortage of work,

- (a) seniority shall be observed commencing from the bottom. The cycle shall be repeated in the same sequence the following week, if necessary, and
- (b) if an employee is told to stay home the next day, it shall not interfere with the weekly guarantee;
- (c) where a recognized holiday(s) occurs during the week, the guarantee shall be reduced by the number of hours in such holiday(s).
- (d) **When it is necessary to send an employee home because of shortage of work, the Company may combine two four hour periods from two consecutive weeks into a single eight hour day provided the employee receives 36 hours pay, or a lesser portion of 36 hours as defined above, in each week.**

**4.08 Bonus Computation**

Weekly bonus earnings are to be computed weekly; i.e., bonus earnings shall not be utilized to cover unapplied time other than the week in which the bonus is earned.

**4.09 Minimum Daily Hours**

An employee reporting for work shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum in any one (1) day of:

- (a) two (2) hours' pay at the employee's regular hourly rate;
- (b) if the employee commences work, four (4) hours' pay at the employee's regular hourly rate.

These hours shall count to complete the weekly guarantee; e.g., an employee two (2) hours short of his guarantee and starting work would receive an additional two (2) hours above the guarantee.

**ARTICLE 5 - OVERTIME****5.01 Overtime Entitlement**

All hours worked by bargaining unit employees, in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week, shall be classed as overtime; and shall be paid for at time and one-half (1-1/2x) for the first three (3) hours, and double time (2x) thereafter.

**5.02 Overtime Voluntary**

Employees shall be canvassed, in order of highest seniority first, as to their willingness to do overtime work and shall have the option of refusing such work. In the event that overtime commitments cannot be met on this basis, the qualified employee with the least seniority shall be selected. It is understood that employees who have started a specific job will be given first opportunity to complete the job.

**5.03 Call-Out Provisions**

Call-out time shall be for a minimum of four (4) hours after normal working hours (mechanical staff only).

**5.04 Overtime on Sundays**

All hours worked on Sundays shall be paid for at double time (2x) rates.

All hours worked on a Saturday shall be paid for at time and one half (1-1/2X) for the first three (3) hours and double time thereafter in the same week in which a Monday to Friday shift is worked or on Monday of the same week in which the Tuesday to Saturday shift is worked.

**ARTICLE 6 - HOLIDAYS AND HOLIDAY WORK****6.01 Paid Holidays**

The following days are recognized as paid statutory holidays:

New Year's Day	B.C. Day
Heritage Day (when proclaimed by the Federal Government)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

or any other day proclaimed by the Provincial or Federal Governments.

**6.02 Straight-Time Pay for Statutory Holidays**

All employees shall receive straight-time pay for all statutory holidays. Employees who are in receipt of Workers' Compensation benefits or Health and Welfare benefits shall receive the difference to make up the statutory holiday pay.

**6.03 Holiday Pay Eligibility**

All employees are expected to work regular shifts on the days immediately prior to and following the holiday unless prior permission has been granted by the Company. Exception to the foregoing shall be made in cases where the following conditions prevail:

- (a) The employee is off work due to industrial accident, disease or a bona fide illness for a period not in excess of two (2) calendar months;

- (b) Temporary layoff not exceeding two (2) weeks and/or termination of service within two (2) weeks of any designated holiday;
- (c) The holiday falls on the employee's regular day off or while on vacation. In this event the employee shall receive another day off with pay.

**6.04 Double Time for Work on Statutory Holidays**

All hours worked on recognized statutory holidays shall be paid for at double time (2x).

**6.05 Statutory Holidays which Fall on Weekends**

When any of the statutory holidays falls on a Saturday or Sunday, the working day before or after shall be the holiday. The Union, through the senior steward, shall be consulted with respect to the schedule. Senior employees shall have choice of days. Double time (2x) shall be paid if work is done on such a holiday. In dividing the working group, consideration shall be given to adequate staffing in the various classifications. Holidays shall be consecutive days.

**6.06 Work On A Holiday**

If an employee works on a General Holiday, the employee shall have the following options:

- (a) To receive holiday pay for the general holiday, plus double time for the time worked on the holiday, or
- (b) To receive double time for the time worked on the holiday, and to take a paid day off on another day, mutually agreed in lieu of holiday pay.

**ARTICLE 7 - VACATIONS WITH PAY**

**7.01 Vacation Scheduling**

Vacations will, so far as is practicable, be granted to conform with the wishes of the employees concerned, having regard to the necessity of maintaining production and the seniority of the employee.

**7.02 Vacations List**

Vacation lists for the purposes of vacation period preference shall be posted not later than March 1st of each calendar year. Senior employees in each department or classification will be given preference in selecting their vacation periods for the first three (3) weeks of their vacation entitlements. Seniority preference in selecting a vacation period will not apply after April 1st of each year. This shall be subject to the vacation entitlement in Article 7.07.

**7.03 Consecutive Weeks Vacation**

- (a) Employees will be entitled to take two (2) continuous weeks of their vacation in either June, July or August.
- (b) Employees entitled to three (3) or more weeks vacation will be entitled to take three (3) continuous weeks every second (2nd) year.
- (c) The Company will also attempt but will not guarantee three, for those not eligible under (b) above, four or five consecutive weeks vacation to eligible employees.
- (d) Employees may accumulate vacation credits so that an extended vacation may be taken subject to mutual agreement between the Company and the employee.

**7.04 Changes in Vacation Schedule**

No employee will be required to alter a scheduled vacation within one (1) month of his/her scheduled vacation.

**7.05 Vacation Based on Anniversary Date**

Vacation time will be calculated annually, based on continuous service with the Company, from the anniversary date of employment.

**7.06 Statutory Holidays Falls on Vacation**

In the case of a statutory holiday falling on a normal work day while an employee is on annual vacation, he shall receive an additional day off with pay or, alternatively, a day's pay in lieu thereof, at the employee's option. Such day off will be a mutually-agreed day in conjunction with other days off.

**7.07 Annual Vacation Entitlement**

- (a) Employees will receive and be paid for vacation in accordance with the following schedule:

<u>YEARS OF CONTINUED SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	As per Employment Standards	4%
1 yr but less than 3	2 weeks	4 % or 2 weeks*
3 yrs but less than 9	3 weeks	6 % or 3 weeks*
9 yrs but less than 20	4 weeks	8 % or 4 weeks*
20 years and over	5 weeks	10 % or 5 weeks*

\*Pay at employee's current rate, whichever is greater at the time the vacation is taken.

- (b) The following is an example of the application of the annual vacation entitlement. An employee who reaches his/her third anniversary with the Company is entitled to three weeks vacation during the fourth year of employment, with pay at six percent of the previous years gross earnings, or three weeks pay at his/her current rate of pay whichever is greater.

- (c) Employee who do not work a full year, anniversary to anniversary, shall receive holiday pay at the appropriate percentages set out above, for the year in which they cease to work, or do not work a full year. The pay shall be based on the Employee's gross earnings for the period after the last anniversary. Such vacation pay shall be in addition to any amounts owed from any previous year's entitlement.

## **ARTICLE 8 - SENIORITY**

### **8.01 Seniority Defined**

Seniority shall mean an employee's length of continuous service with the Company.

### **8.02 Seniority Principle**

The principle of seniority shall govern and control in all cases of transfer, decrease or increase of the working force, as well as preference in assignment of shift work and choice of vacation period, provided the employee has the ability to perform the work available. It is understood that the Company will endeavour to promote employees from the bargaining unit.

### **8.03 Probation Period**

- (a) When a new employee is hired, it is agreed that he or she shall be on probation for a period of **forty-five (45)** working days and, during this period, seniority will not be applicable. When the probationary period is completed, seniority will be recognized from the date of hire.
- (b) With mutual agreement between the Company and the Union, the probation period can be extended for a further **forty-five (45)** working days.

### **8.04 Bumping**

In the event of a layoff, an employee shall have the right to exercise his seniority (bump) to assume any position which he/she is able to perform. It is understood that a reasonable period of time, to a maximum of thirty (30) working days, will be allowed to enable the employee to become acquainted with the assumed position. An employee who "bumps" into another position will receive the top maximum rate for that classification after **three (3) weeks** of the rate of his previous position, if the rate for his previous position is more.

### **8.05 Discussion with Union Prior to Layoff Out of Seniority**

When employees are to be laid off out of seniority, the Company shall discuss the layoff with the Business Representative and the shop steward, prior to notifying the employee. All layoffs out of seniority are subject to formal grievance procedure under Article 12 of this Agreement.

### **8.06 Recall**

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



**8.07 Posting Seniority List**

The Company shall furnish the Union, and post once a year, starting June 1st, 1980, a seniority list containing the name, date of hire and classification of each employee.

**8.08 Bargaining Unit Seniority**

Employees who accept a position with the Company which is outside the bargaining unit will maintain but not accumulate seniority for a period of one year, after which bargaining unit seniority will be cancelled. During the one year period, the employee shall be permitted to return to their former position, if so requested.

**ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE****9.01 Discipline or Dismissal**

The Company shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

**9.02 Notice of Dismissal and Suspension**

Notice of dismissal or suspension shall be in writing and shall set forth the reasons. All dismissals and suspensions will be subject to formal grievance procedure under Article 11. A copy of the written notice or dismissal or suspension shall be forwarded to the Business Representative within two (2) days of the action being taken.

**9.03 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. The employee shall not be requested or permitted to sign such document or make any written statement upon it. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of one (1) year from the date it was issued, provided there has not been a further infraction. The Company agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee and the Union were not aware at the time of filing.

**9.04 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provisions shall be made on the employee appraisal form for an employee to sign indication that the employee has read it. The employee shall sign in the place provided. An employee shall, upon request, receive a copy of the employee appraisal. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

**9.05 Personnel File**

In order to facilitate the investigation of a grievance, an employee or the Business Representative of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee personnel file in the presence of a Company representative. In addition to the above, an employee shall be entitled to review his/her file once a year.

**9.06 Right to Have Steward Present**

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This clause shall not apply to those discussions that are of an operational nature or do not involve disciplinary action.
- (b) A steward shall have the right to consult with the Business Representative of the Union and to have him/her present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing this does not result in an undue delay of the appropriate action being taken.

**9.07 Notice of Layoff or Pay in Lieu**

- (1) The Company shall not lay off an employee without giving the employee, in writing, at least
  - (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months.
  - (b) After completion of employment of three (3) consecutive years, one additional weeks notice and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks notice.
    - e.g. Three years service, three weeks notice;  
Four years service, four weeks notice.
- (2) The period of notice shall not coincide with the employees annual vacation.
- (3) When the Company lays off an employee and fails to comply with subsection (1) the Company shall pay the employee one weeks pay for each week of notice required.
- (4) Where the Employee continues to be employed after the expiry of the period of notice given under subsection (1) the notice is without effect.
- (5) Where the Company temporarily lays off an employee and the layoff exceeds a temporary layoff as defined below, the employee shall be deemed to have been layed off at the commencement of the temporary layoff and the Company shall pay the employee in accordance with Section 9.07 (3).

(6) Payment under this section does not relieve the Company from making any other payment to which the employee is entitled.

(7) Notice Not Required

Section 9.07 does not apply when an employee is dismissed for proper cause, is laid off temporarily due to a shortage of work, quits, or has refused reasonable alternative employment with the Company.

(8) Interpretation

In Section 9.07 "layoff" includes a layoff of an employee from employment other than a temporary layoff.

"Temporary layoff" shall be defined as not more than eight (8) weeks of layoff in a period of twenty (20) consecutive weeks.

"Week of layoff" means a week in which the employee earns less than fifty percent (50%) of his weekly wages at his regular rate.

"Weeks pay" means the employee's current rate times forty hours.

#### **ARTICLE 10 - SEVERANCE PAY**

##### **10.01 Severance Pay**

Employees with one or more years of service who are permanently laid-off or terminated because of plant closure or significant relocation of the plant which would require the employee to move, or the closure of job category, a department or section thereof shall be paid one week's pay for each year of service, to a maximum of twelve (12) weeks.

##### **10.02 Employment Retained by Reclassification**

The Company and the Union shall endeavour to assist an employee in retaining a position with the Company by reclassification. Reclassification is to be a subject of discussion and decision by a committee of the Union and the Company.

#### **ARTICLE 11 - GRIEVANCE**

##### **11.01 Grievance Defined**

In this Agreement, unless the context otherwise requires, "grievance" means:

- (a) any dispute or difference between **Wheaton Chevrolet Buick Cadillac GMC Ltd.** and the International Association of Machinists and Aerospace Workers, Automotive Lodge **456**, governing the dismissal or suspension of any employee bound by this Agreement; and
- (b) any difference between the persons bound by this Agreement concerning its application, interpretation, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable.

**11.02 Grievance Procedure Steps**

If any grievance arises, affecting the employees bound by this Agreement, it shall be settled in the following manner, without stoppage of work:

- (a) By discussion between the employee and the department manager concerned.
- (b) Failing agreement being reached, the grievance will be discussed by the employee, the steward or in the absence of a steward, a representative of the Union, and the department manager concerned.
- (c) Failing agreement, the grievance will be submitted in writing, within five (5) working days, to the department manager concerned, who shall reply in writing within two (2) working days.
- (d) Failing agreement, the grievance will be submitted in writing, within ten (10) working days by the Union to the head of the Company, who shall reply in writing within five (5) working days.
- (e) Failing agreement, either party may refer the grievance to arbitration, as provided in Article 12.
- (f) It is agreed that the time limits in each step mentioned above may be extended, if mutually agreed to, within the time limits of the step for which extension is required.
- (g) For the purpose of Article 11 - Grievances and Article 12 - Arbitration, Saturday and Sunday are not considered work days.

**11.03 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, it shall be processed as a grievance, beginning with Step 11.02 (b) of the grievance procedure; e.g., by discussion between the Business Representative and the department manager concerned.

**ARTICLE 12 - ARBITRATION****12.01 Arbitration Procedure Steps**

In case of a dispute arising under this Agreement, which the parties are unable to settle between themselves as set out in Article 11, the matter shall be determined by arbitration in the following manner:

- (a) Either party may notify the other party in writing, by registered mail or courier, to submit the matter to arbitration.
- (b) After receiving such notice and statement, the other party shall, within three (3) days, acknowledge receipt.

- (c) The parties agree that the grievance shall be referred to a single Arbitrator. Failure to agree on an Arbitrator will require that the Minister of Labour for the Province of British Columbia be asked to appoint an Arbitrator.
- (d) The Arbitrator shall give his decision within ten (10) working days of the final hearing and his decision shall be final and binding.
- (e) Expenses and compensation of the Arbitrator shall be borne equally between the Parties.
- (f) The Arbitrator shall establish his own rules of procedure which must not, however, deny the right of hearing to the parties involved in the dispute.

### **ARTICLE 13 - MOONLIGHTING**

No employee shall be connected with or concerned with any other business which is competitive with the Companies business unless written authorization is first obtained from the Company. Violations of this clause may result in progressive disciplinary action.

### **ARTICLE 14 - MANAGEMENT**

#### **14.01 Management Rights**

The Union agrees that the entire management of the Company and the direction of the working forces are vested exclusively with the Company. Nothing in this Agreement shall be so construed as to invalidate the right of the Company under Section 3 (2) (f) of the Labour Code of British Columbia Act to "suspend, transfer, lay off or discharge an employee for proper cause."

#### **14.02 Work Distribution**

With a view toward maintaining the most harmonious relations possible and the utmost teamwork between fellow employees and the Company, work shall be distributed as evenly as possible amongst the regular employees in their various classifications.

### **ARTICLE 15 - GENERAL PROVISIONS**

#### **15.01 Coveralls Provided**

All uniforms or coveralls necessary in the performance of the employee's work shall be furnished and maintained by the Company. The quality, type and colour shall be at the discretion of the Company.

#### **15.02 Other Apparel Provided**

- (a) Rainwear, gumboots and rubber gloves shall be made available, at no cost to the employee for car cleaners and lot persons. Rubber aprons, gumboots and rubber gloves shall be made available, at no cost to the employee, for steam cleaners and radiator men. Rubber aprons and rubber gloves shall be made available, at no cost to the employee, for those who handle batteries. Work gloves shall be provided as necessary.

- (b) If the Company provides any of the above articles for the use of an individual employee(s) such employee(s) shall be responsible for such article(s) and return it upon termination. Worn or damaged Articles must be returned in order to receive a free replacement. It is understood that suitable storage will be provided when this Section is implemented.

**15.03 Tool Insurance**

Employees hand tools and tool boxes shall be insured for all perils at no cost to the employee. Coverage will be to a maximum of \$25,000.00 with a \$100.00 deductible. Where an inventory list is required, a photograph in which tools can be identified shall suffice.

**15.04 Employees to Receive a Copy of Time Cards**

Employees who are required to keep a daily time card shall receive a copy of the time card within two (2) working days. It shall include the total hours for which he will receive compensation (credit) in that period and deductions, if any. The total number of hours shall also be recorded on his/her pay stub.

**ARTICLE 16 - SPECIAL AND OTHER LEAVE**

**16.01 Leave for Jury Duty**

If an employee is called or selected for Jury Duty the Company shall make up the difference of the employee's regular pay and the amount received for such Jury Duty.

**16.02 Special Leave**

An employee may request leave-of-absence without pay, and such permission shall not unreasonably be withheld. The basis of such refusal shall be when such leaves will affect the efficient operation of the Company.

**16.03 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Company shall grant three (3) days' leave-of-absence with pay for the employee to arrange for and/or attend the funeral. Immediate family is to include spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandparents and grandchildren.

**16.04 Leave for Union Business**

Any employee elected as a delegate for Union business shall be allowed a reasonable leave-of-absence without pay; and, if elected to serve on a full-time basis, shall be considered to be on a leave-of-absence without pay for a maximum of four (4) years and, on return, shall be employed at the same type of work with accumulated seniority.

**16.05 Sickness Leave**

- (a) After an employee has been continually employed for a period of one (1) year and is absent due to sickness not exceeding nine (9) months, on his/her recovery his/her re-employment will be given every consideration, subject to his/her ability to resume his/her normal duties.
- (b) When an employee is off work due to occupational injury or illness, he will be considered on leave-of-absence until such time as his Doctor states he can return to work with accumulated seniority.

**16.06 Maternity Leave**

An employee, on her written request, supported by a certificate of a medical practitioner stating that the employee is pregnant, shall be granted a leave-of-absence without pay and other benefits according to the Employment Standards Act, Sections 51 to 56.

**ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY**

**17.01 Safety Committee**

It is mutually agreed that a safety committee consisting of an employee selected by the Union shall meet with a management representative not less frequently than a maximum of once a month and minimum of quarterly. Minutes of such meetings will be posted on the notice board, and a copy sent to the Union. When plan inspection is made by the Workers' Compensation Board, a Union representative of the safety committee shall be included in the tour, and a copy of the inspector's report shall be made available to the safety committee and a copy forwarded to the Union. A reasonable allowance of time during working hours, with full pay, will be provided for these meetings.

**17.02 Safety Trouble Lights**

Safety trouble lights will be provided.

**17.03 Safety Fuel Containers**

Proper pumps and closed containers will be provided and used when draining and refilling gas tanks during service operations.

**17.04 Safety Glasses**

The Company shall provide suitable safety glasses for those who require them.

**17.05 Safety Boots**

As a condition of employment, safety foot wear must be worn during working hours. The Company shall, once in each calendar year, reimburse employees, upon receipt of an official supplier's receipt, up to one hundred dollars (\$100.00) for the purchase or repair of W.C.B. approved footwear. Employees with six or more months of service will be entitled to the reimbursement. Any unused portion of the credit can be carried over to the next year.

## **ARTICLE 18 - APPRENTICES**

### **18.01 Apprenticeship Opportunities**

It is mutually agreed between the Company and the Union that, in opportunities for apprenticeship, seniority and ability will be given equal consideration; and that the decision of the management of the Company shall be accepted as final.

### **18.02 Training Improvements**

The Business Representative of the Union or his designate will meet with management periodically to discuss improvements to apprenticeship training, and implement agreed improvements.

### **18.03 Apprentice-Journeyman Ratio**

The ratio of employment shall not exceed one (1) apprentice for the shop and one (1) apprentice to every four (4) journeymen. Body shop and mechanical shops are considered separate entities in this clause.

### **18.04 Apprentice Seniority**

- (a) Apprentices' seniority for the purpose of vacations, etc., shall be based on their dates of hire.
- (b) For Apprentices seniority shall commence with the time and date that the Apprenticeship with the Company began. Seniority shall apply in accordance with other sections of this Agreement, unless the ratio of four Journeymen to one Apprentice would be exceeded and then the junior apprentice shall be laid off. It is understood that employees hired after May 1, 1992 cannot displace employees hired prior to that date by reason of seniority.

### **18.05 Reclassification on Completion**

An apprentice, having served his/her required time at the trade, and having passed the necessary examinations, will automatically be classified as a journeyman, and paid rates and have conditions as enumerated in this Agreement for the journeyman classification.

## **ARTICLE 19 - SAVINGS CLAUSE**

### **19.01 Agreement Shall Not Reduce Existing Conditions**

No provisions of this Agreement shall be used to remove working conditions or reduce wages presently in force.

### **19.02 Legislation**

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and such remaining portions shall continue in full force and effect.



**19.03 Subcontracting**

Where the Company's facilities, space and trained personnel are available, the Company shall endeavour to continue to have all work, which is presently performed by employees of the bargaining unit, retained and performed by employees of the bargaining unit. Where work must be performed by others, the Company shall endeavour, wherever possible, to have its subcontract work performed by a Union shop.

Where work is subcontracted in accordance with this clause, it will not result in the layoff of a bargaining unit employee. Employees reclassified, as a result of subcontracting, of a lower classification shall be red-circled, and continue to receive their higher rate of pay until such time as the rate of the lower classification matches the red-circled rate.

**19.04 Sub-headings**

The sub-headings used in this Agreement are to be used for convenience only. They are not intended as a legal definition.

**ARTICLE 20 - HEALTH AND WELFARE****20.01 Contributions**

The Company shall contribute fifty percent (50%) and the employee shall contribute fifty percent (50%) of the premium required to provide the following Plan. The employees contribution shall be divided in such a way that the employee pays the premium for the Weekly Indemnity and Long Term Disability with the remainder to go toward the Extended Medical Benefits.

In the event an employee's portion, the premiums for Weekly Indemnity and Long Term Disability, is more than fifty percent (50%) of the total premium, the Company will contribute additional monies to the employee's Retirement Plan over and above that required under Section 22.04, to make up the difference. For instance, if an employee's portion of the premiums is \$125.00 per month and the Company's portion of the premiums is \$100.00, then the Company would contribute an additional \$25.00 to the employee's Retirement Plan.

**20.02 Life Insurance**

Life insurance equal to double (2x) the employee's annual earnings, with a maximum of eighty-five thousand dollars (\$85,000.00) (with double indemnity for accidental death or dismemberment).

**20.03 Weekly Wage-Loss Insurance**

Weekly Indemnity equal to two-thirds (2/3) of the employee's weekly rate, to a maximum of \$600.00 per week, to commence on the first day of accident, the fourth day of illness, for twenty-six (26) weeks.

**20.04 B.C. Medical Plan**

Medical Services Plan of British Columbia coverage.

**20.05 Extended Medical Benefits**

Extended medical benefits - drugs, private nursing care, out of province hospital expenses, ambulance, chiropractors, etc., etc. (see Plan booklet).

**20.06 Long Term Disability**

Long term disability coverage equal to sixty-seven percent (67%) of the employee's gross earnings to a maximum of \$3,500.00 per month. (No offsets will be deducted from this benefit until such time as the employee's earnings from all sources totals more than 85% of his pre-disability earnings).

**20.07 Dental Plan**

Dental Plan which provides:

Basic dental:	100%
Prosthetic appliances, crowns and bridges:	50%

Under this section each family member shall be insured to the maximum of \$2,000.00 per year.

**20.08 Benefit Coverage While Off Work**

If a covered employee is off work due to injury or illness, the Company will continue to pay his portion of the premiums for the employee's Medical, E.H.B., Insurance and Dental Plan for a period not exceeding one year provided that the employee pays his portion of the plan.

**20.09 Participation Mandatory**

All employees in the bargaining unit will participate in the Health and Welfare Plans as a condition of employment unless exemption is mutually agreed upon by the Union and the Company. New employees shall be covered by the Plan on the first day of the month following the date of hire.

**20.10 Health and Welfare Plan Administration**

The Company acknowledges that it administers the Health and Welfare Plan on behalf of the Company and the Union. The Company agrees that no changes will be made to the Plan for the life of this agreement without the agreement of the Union. The Company is responsible for the administration and application of the Plan and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration provisions of this agreement.

**ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES****21.01 Classifications and Rates of Pay**

It is agreed that the classifications and minimum rates of pay shall be as set forth in the Appendix attached hereto; and do not include premiums as may from time to time be paid by the Company.

**21.02 Pay Rate While Working at Higher Classification**

An employee performing work classified at a higher rate of pay shall receive such higher rate while performing such work. Employees performing work classified at a higher rate of pay for four (4) or more hours per day, shall be paid at the higher rate of pay for the entire day.

**21.03 Apprentice Pay for Trade School**

When apprentices are in full attendance during authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and Government subsidies which the apprentices may receive, if the apprentice receives a passing mark.

**21.04 Supplementary Retirement Plan**

(a) **Contributions**

The Company shall contribute monthly, for each employee in the bargaining unit, to an R.R.S.P. administered by the Union, the following amounts. Contributions shall be made for all hours the employee receives compensation, including vacations, flat rate bonus and holidays. It is agreed by the Company that the RRSP contributions paid will be the appropriate percentage of gross wages.

Employer contribution

Effective May 1<sup>st</sup>, 2007: Pension contribution rate will be 10% in each classification. Current rates of contribution will be maintained until such time as the 10% calculation is greater as described in Appendix "A".

(b) **Participation**

All employees in the bargaining unit shall participate in the above plan as a condition of employment. New employees shall participate in the plan from the first day (1st) day of employment. Employees may elect in writing, to have additional contributions to the plan deducted from their wages. Unless otherwise agreed, such election cannot be changed oftener than once in every six months. Employee personal extra contributions shall not have restricted access.

(c) Remittances for new employees shall be made on the first (1st) day of the month following their employment, in proportion to the number of hours worked. The coverage period shall be from the first of the month to the last day of the month; and this money shall be remitted within fifteen (15) days.

(d) Retirement funds may only be withdrawn by an employee at the time he ceases to be an employee as defined by this Agreement.

**21.05 Payment for Lost Time on Day of Injury**

In the event of an employee being injured on the job and requiring medical attention, straight time will be paid for clock time lost on the day injury occurs.

**21.06 Pay Days and Pay Cheques**

Pay days shall be on the previous working day prior to Saturday, Sunday, or statutory holidays. Pay statements will be distributed before noon in a sealed envelope. The statement of wages shall include the following information:

- (a) the hours worked and the employee's wage rate,
- (b) the hours worked by the employee for which payment of wages is made at the overtime rate,
- (c) the amount of each deduction from the earnings of the employee and the purpose of each deduction,
- (d) the pension contribution in the pay period and a yearly cumulative total,
- (e) the amount being received by the employee showing both gross and net wages,
- (f) vacation pay earned in the pay period and the amount paid when applicable.
- (g) any money, allowance or other payment the employee is entitled to,
- (h) yearly cumulative running totals of all deductions, benefits including RRSP contributions, wages paid and vacation pay for the current year to end of the pay period.

**21.07 Pay on Termination**

On termination by the Company of an employee's employment, the Company shall forthwith pay to the employee all wages owing him, subject to normal deductions.

**21.08 Rates Reflect Contributions to Retirement Plan**

The rates of pay reflect a deduction per hour of the amount specified under Section 22.04 (a) in order to provide a retirement plan.

**21.09 Legislative Rates and Schedules to be Adopted**

The Company shall adopt such wage rates and overtime as shall be approved from time to time by any department of the Government having jurisdiction in the matter, and thereafter as may be adopted from time to time by the Department of Labour of the Province of British Columbia.

**21.10 Web-Based Training**

**The Company will pay Journeyman, Service Writers, Parts Persons and Apprentices flat rate at the appropriate wage rate for each eligible course completed based on the posted estimate of the time required to complete each course.**

**The Company will post a list of Employees and eligible courses for each Employee and a general list of courses which any Journeyman and Apprentices may take and be compensated for.**

**Other courses will only be compensated if the course is authorized by the Employer. Journeyman and Apprentices are required to complete a minimum of six (6) courses per year but there is no maximum number of courses that may be taken per year.**

**Payment for courses done outside of regular working hours will not count towards the guarantee when after-hours study is authorized by the Company.**

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.01 Advance Notification**

The Company shall notify the Union not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

### **22.02 Retraining**

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

### **22.03 Rate Adjustment**

An employee who is set back to a lower-paid job because of mechanization, restructuring, technological change or automation, will receive the rate of his/her regular job at the time of the setback for a period of four (4) months. At the end of this four (4) month period, the rate of his/her new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in 23.04 below, providing he/she exercises this option within the above referred to four (4) month period.

### **22.04 Severance Pay**

Employees discharged, laid-off or displaced from their regular jobs because of mechanization, restructuring, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Company.

## **ARTICLE 23 - DURATION**

### **23.01 Duration**

The parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of May, **2014**, until the 30th day of April, **2018**, and thereafter from year to year unless written notice of contrary intention, together with particulars of all proposals, is given by either party to the other party.

The notice and particulars required hereunder shall be validly and sufficiently served within four (4) months immediately preceding the date of expiry of this Agreement, or any yearly period thereafter. Within ten (10) days after receipt of such notice, the parties hereto shall begin negotiations unless extension of time is mutually agreed upon.

**23.02 Notice Precludes Change**

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted; or alter any other term or condition of employment until a strike or lockout actually commences, or the parties shall conclude a renewal or revision of the collective Agreement, or a new collective Agreement.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Representative

\_\_\_\_\_

\_\_\_\_\_

Committee Member

**APPENDIX "A"**  
**CLASSIFICATIONS AND MINIMUM RATES OF PAY**

**All Employees will receive a \$225.00 bonus upon signing of 2014-2018 Collective Agreement**

	<u>Effective</u> <u>Oct. 1/14</u>		<u>Effective</u> <u>May 1/15</u>		<u>Effective</u> <u>May 1/16</u>		<u>Effective</u> <u>May 1/17</u>	
	Rate	RRSP	Rate	RRSP	Rate	RRSP	Rate	RRSP
<b>JOURNEYMEN</b>								
All Trades (hourly)	\$30.93	\$ 3.09	\$31.47	\$3.15	\$32.10	\$3.21	\$32.74	\$3.27

**NOTE: Bodyman rates are shown in LOU #2 only**

**\*\*Heavy Duty Work Four Dollar (\$4.00) per hour over Union rate shall be paid for all work done as classified:**

- A. ALL MOTOR HOMES**  
Not included are mini-homes and van conversions.
- B. ALL TRUCKS, AMBULANCE AND BUSES OVER 1 TON**
- C. LIGHT DUTY BUSES**  
Limited to power train and running gear.

**\*\* Work included: Tuneups, Suspensions, Transmissions, Brakes, Master Cylinders, Heads, Radiators, Wheels, Differentials, Oil Pans, Rings and Rods, Bearings, Valves, Front End, Hydrovac, Diesel Trucks, Metal Work if heavy gauge metal, Electrical Work, Filters**

**\*\* Work excluded: Wipers, All Glass, Painting, Accessories, Upholstery and Trim.**

**At discretion of Service Manager only: 4.4's, Trailers, Special Trucks or Camper equipment.**

**FOUR YEAR APPRENTICESHIP**

Level One Technical Training	50% of Journeyperson rate.
Level Two Technical Training	60% of Journeyperson rate.
Level Three Technical Training	75% of Journeyperson rate.
Level Four Technical Training	90% of Journeyperson rate.
Thereafter	Journeyperson rate.
Levels as defined by the Industry Training Authority	

**Apprentices will be part of the Technician and Bodymen seniority lists and will be subject to layoff with the other Journeyman.**

	<u>Effective</u> <u>Oct. 1/14</u>		<u>Effective</u> <u>May 1/15</u>		<u>Effective</u> <u>May 1/16</u>		<u>Effective</u> <u>May 1/17</u>	
	Rate	RRSP	Rate	RRSP	Rate	RRSP	Rate	RRSP
<b>JOURNEYMEN - Weekly</b>								
Partsmen	\$1040.06	\$ 104.01	\$1058.26	\$ 105.83	\$1079.43	\$ 107.94	\$1101.02	\$110.10
Service Salesmen	\$1040.06	\$ 104.01	\$1058.26	\$ 105.83	\$1079.43	\$ 107.94	\$1101.02	\$110.10

**APPRENTICE PARTSMEN****APPRENTICE SERVICE SALESMEN**

Thereafter 6th six months	95% of Journeyman rate
Thereafter 5th six months	90% of Journeyman rate
Thereafter 4th six months	85% of Journeyman rate
Thereafter 3rd six months	80% of Journeyman rate
Thereafter 2nd six months	70% of Journeyman rate
Thereafter 1st six months	60% of Journeyman rate

New employees with no experience will serve a three (3) year apprenticeship, and will graduate as qualified journeyman.



**APPENDIX "A"**  
**CLASSIFICATIONS AND MINIMUM RATES OF PAY**  
(Continued)

Service salesmen with three (3) or more years of experience will be paid the full journeyman rate. New employees with less than three (3) years' experience may be started at their relative six-month level.

It is understood that there may be adjustments to bonuses or commissions now being paid to service salesmen.

	<u>Effective</u> <u>Oct. 1/14</u>		<u>Effective</u> <u>May 1/15</u>		<u>Effective</u> <u>May 1/16</u>		<u>Effective</u> <u>May 1/17</u>	
	Rate	RRSP	Rate	RRSP	Rate	RRSP	Rate	RRSP
<b>LOT PERSONS - hourly</b>								
First 30 days	\$10.25	\$ 1.03	\$10.25	\$ 1.03	\$10.40	\$ 1.04	\$10.61	\$1.06
Thereafter	\$11.23	\$ 1.12	\$11.42	\$ 1.42	\$11.65	\$ 1.17	\$11.88	\$1.19

**LUBE, GENERAL SERVICEMEN - hourly**

First six months	\$ 17.15	\$ 1.72	\$ 17.45	\$ 1.75	\$ 17.80	\$ 1.78	\$ 18.16	\$ 1.82
Thereafter	\$ 18.53	\$ 1.85	\$ 18.86	\$ 1.89	\$ 19.24	\$ 1.92	\$ 19.62	\$ 1.96

Lube and General Serviceman classification is to be used on work restricted to: lubrication; muffler and tailpipes; replacing shocks, tail light bulbs, seal beams (except alignment of same); undercoating; steam cleaning; tire change and balancing, and additional work which may be agreed to during the term of this Agreement. By mutual agreement between the Business Representative or his/her designate and the company. It is agreed that any violation of the above may be the cause of a grievance under the Grievance Procedure. The Union; i.e., Lodge 456, IAM and AW, may file this grievance.

**Quick Lube Service Bay**

1. The upper and lower position duties will be assigned to Lube, General Servicemen.
2. The upper Lube Person will receive a 5% premium, if required to interface with customers and write up work orders for the Quick Lube services.

	<u>Effective</u> <u>Oct. 1/14</u>		<u>Effective</u> <u>May 1/15</u>		<u>Effective</u> <u>May 1/16</u>		<u>Effective</u> <u>May 1/17</u>	
	Rate	RRSP	Rate	RRSP	Rate	RRSP	Rate	RRSP
<b>TRUCK DRIVERS</b>								
Weekly	\$526.87	\$ 52.69	\$ 536.09	\$ 53.60	\$ 546.81	\$ 54.68	\$557.81	\$55.87
<b>PARTS PICKERS</b>								
Weekly	\$526.87	\$ 52.69	\$536.09	\$ 53.60	\$546.81	\$ 54.68	\$557.81	\$55.87
<b>SHIPPER RECEIVERS</b>								
Weekly	\$699.04	\$ 69.90	\$711.27	\$ 71.23	\$725.50	\$ 72.55	\$740.01	\$74.00
<b>JANITORS</b>								
Hourly	\$ 15.36	\$ 1.54	\$ 15.63	\$ 1.56	\$ 15.94	\$ 1.59	\$ 16.26	\$ 1.63

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**WHEATON CHEVROLET BUICK CADILLAC GMC LTD.**

**AND:**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, LODGE 456**

Notwithstanding the provisions of Section 4.02 - Hours of Work, the Parties agree that for the term of this Agreement the Company may implement an eight (8) hour day shift for one (1) Painter, one (1) Lot Person/Cleanup Person and one (1) Service Advisor which commences at seven (7) a.m.

Employees will be canvassed in order of highest seniority first, as to their willingness to work on this shift. It is understood that this shift is voluntary and that employees have the option of refusing to work on this shift.

All other provisions of the Collective Agreement shall apply to an employee working this shift and overtime rates shall apply to hours which he/she works outside such shift.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Representative

\_\_\_\_\_

\_\_\_\_\_

Committee Member

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**WHEATON CHEVROLET BUICK CADILLAC GMC LTD.**

**AND:**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, LODGE 456**

The following provisions which vary from the Collective Agreement, shall apply to Bodymen and Painters.

	<b><u>Effective Oct. 1/14</u></b>	<b><u>Effective May 1/15</u></b>	<b><u>Effective May 1/16</u></b>	<b><u>Effective May 1/17</u></b>
Wages	<b>\$ 29.20</b>	<b>\$ 29.71</b>	<b>\$ 30.31</b>	<b>\$ 30.91</b>
RRSP Contributions	<b>\$ 2.92</b>	<b>\$ 2.97</b>	<b>\$ 3.03</b>	<b>\$ 3.09</b>

The Employer contributions to the RRSP shall be 10% of the Classification for all hours the employee receives compensation, including vacations and holidays.

**All Employees will receive a \$225.00 bonus upon signing of 2014-2018 Collective Agreement.**

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Business Representative

\_\_\_\_\_

\_\_\_\_\_  
Committee Member

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**WHEATON CHEVROLET BUICK CADILLAC GMC LTD.**

**AND:**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, LODGE 456**

Notwithstanding the provisions of Section 4.02 - Hours of Work, the Parties agree that for the term of this Agreement the Company may implement an eight (8) hour day shift for Employees, other than Journeymen, which commences as late as 9:30 A.M.

All other provisions of the Collective Agreement shall apply to an employee working this shift and overtime rates shall apply to hours which he/she works outside such shift.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Representative

\_\_\_\_\_

\_\_\_\_\_

Committee Member