

COLLECTIVE AGREEMENT

BETWEEN

COAST MOUNTAIN CHEVROLET
BUICK GMC LTD

AND

STEELWORKERS, LOCAL 1-2017

April 21st, 2021 to March 31st, 2024



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A G R E E M E N T

THIS AGREEMENT made and entered into this 15th day of June 2021

BETWEEN: COAST MOUNTAIN CHEVROLET BUICK GMC LTD.
4038 Highway 16
Smithers, B. C.

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

AND: STEELWORKERS, LOCAL 1-2017
Affiliated with C.L.C.
1777 Third Avenue, Prince George, B. C.

(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: Recognition

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: Bargaining Authority

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

Section 1: Employee

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

Section 2: Gender

It is understood that reference to masculine gender shall be interchangeable with feminine gender through the Agreement.

ARTICLE III - MANAGEMENT

Section 1: Direction of Work

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.

Section 2: Employee Selection

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

Section 3: Right to Change

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: Co-operation

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 Foremen, the Policy herein expressed.

Section 2: Union Shop

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: Membership Maintenance

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

Section 4: Discharge of Non-Members

Any employee who fails to maintain 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: Application for Membership

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the Steelworkers, National Constitution, as revised 1992, and in accordance with the By-Laws of Local 1-2017, which the Local Union certifies as being correct as of April 1993.
- 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: Check-Off

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



UNITED STEELWORKERS CHECK-OFF



DATE _____ YEAR _____ NAME OF EMPLOYER _____

PLEASE PRINT

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ 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 wages and remit to Local 1-2017 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month
commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Keep Original, Forward YELLOW copy to Local Union

Section 7: Dues Payment

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 fifteenth (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: Social Insurance Number

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

ARTICLE 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 pay days on the 5th and 20th day of each month.
- b) Cut off date for payroll purposes shall be not more than seven (7) days prior to the pay days.
- c) Employees shall receive an itemized statement of hours worked indicating overtime hours, earnings and deductions.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1: Regular Hours of Work

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 week, Monday to Saturday inclusive, with employees having two (2) consecutive days off each week, one being Sunday. The two (2) days off will not necessarily be consecutive in the case of Apprentice Technicians, Goodwrench Serviceman, Lubeman, Carwash Shuttle Driver and Shipper Receiver.

Section 2: Second Shift

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 thirty-five cents (35¢) per hour. All employees working the second shift shall have a lunch period of at least thirty (30) minutes for which no pay will be allowed.

Section 3: Overtime

All hours worked in excess of the above shall be considered as overtime and paid for as follows:

- a) Time and one half for the first two (2) hours overtime on regular weekdays, and the first two (2) hours on Saturday.
- b) 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 work days, and for all work performed on Sundays and Statutory Holidays. A Statutory Holiday shall be considered as a day worked for the purposes of this clause.
- c) For the purpose of taking a physical parts inventory on not more than two (2) occasions in each calendar year, employees who are called to work on a Sunday or holiday for such purpose shall be paid at time and one-half of their regular rate of pay, unless a day off is given in lieu of the worked day. All other hours worked on a Sunday or holiday shall be paid at double their regular rate of pay.

Section 4: Minimum Pay

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.

Section 5: Call Out

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.

Section 6: Shift Choice

Subject to the skill and ability required, senior employees are to have choice to shifts if more than one shift is worked as in Sections 1 and 2 above.

ARTICLE VIII - SENIORITY

Section 1: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be agreed that all employees are hired on probation to continue for sixty (60) calendar days, during which time no seniority rights shall be recognized. Upon completion of sixty (60) calendar 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) 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: Principle of Seniority

- a) Subject to the 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 Section 2 herein.
- c) 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.
- d) 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.
- e) It shall be the employee's responsibility to keep the Company informed of his address during the period of layoff.
- f) It is agreed that all employees shall, upon returning to employment, in accordance with this Section, retain all seniority rights.

Section 3: Seniority Retention

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) year service will retain their seniority for a period of eight (8) months.
- b) Employees with one (1) or more year(s) service shall retain their seniority for one (1) year, plus one (1) additional month for each year of service, up to an additional six (6) months.

Section 4: Seniority List

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: Transfers to Staff

It is agreed that 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 which 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 a 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 promotion to the supervisory or staff position.

ARTICLE IX - LEAVE OF ABSENCE

Section 1: Leave of Absence

- 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 leave.

Section 2: Illness or Injury

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 Business

- 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 notice in writing by the Union at least seven (7) days in advance 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's 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 employee's or their spouse's immediate family are defined as the employee's or their spouse's mother, father, brothers, sisters, sons, daughters, step-parents, grandparents, grandchildren and step-children.
- 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 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 for a maximum of five (5) days. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less the statutory pay received for Jury Duty. 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 of continuous service shall receive two (2) weeks 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 three (3) or more of years continuous service with the Company shall receive three (3) weeks 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 ten (10) or more years of continuous service with the Company shall receive four (4) weeks vacation and the pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the working year.
 - d) Employees with twenty (20) or more years continuous service with the company shall receive five (5) weeks vacation and the pay therefore shall be based upon nine percent (9%) of the total wages or salary earned by the Employee during the working year.
- e) The scheduling of earned vacations to be taken shall be subject to the following restrictions:
- i) Selection of vacation time shall be strictly according to seniority;
 - ii) Only one technician or apprentice technician may be away from the job during any given week;
 - iii) No employee may be permitted to schedule more than two (2) weeks vacation consecutively, unless doing so does not conflict with the vacation schedule of another employee in the same category;
 - iv) Exceptions to ii) and iii) above may be permitted upon mutual agreement, and;
 - v) Selection of vacation times in accordance with i) and iii) shall be made by each employee as soon as possible at the beginning of each calendar year, and shall be completed no later than the last regularly scheduled work day in March. Thereafter, vacation times may be selected by an employee on a first come basis subject to i) and iii) above.

- f) 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, including previous year(s) vacation pay, as per the Employment Standards Act.
- g) All earned vacation must be taken in accordance with the Annual and General Holiday Act.

ARTICLE XI - STATUTORY HOLIDAYS

- a) The legal, recognized holidays are:

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

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

New Year's Day	B.C. Day	Christmas Day	Remembrance Day
Good Friday	Labour Day	Boxing Day	Family Day
Victoria Day	Thanksgiving Day	Canada 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 sixty (60) 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.

ARTICLE XII - 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.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1: Grievance Process

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 Foreman 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 Management.

STEP 4 - If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

Section 2: Time Limit

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 XIV - 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) Either Party may notify the other Party in writing by registered mail of the question or questions to be arbitrated.
- b) After receiving such notice and statement, each of the Parties will then refer the matter in writing to a single Arbitrator who has been selected by the Parties.
- c) If the Parties fail to agree upon an Arbitrator, they shall forthwith request the Minister of Labour (B.C.) to appoint an Arbitrator.
- d) The decision of the Arbitrator shall be final and binding on the Parties of the First and Second Parts.
- e) If the Arbitrator finds that an employee has been unjustly suspended or discharged, such employee shall be reinstated with all his rights and privileges preserved under the terms of the Agreement. The Arbitrator shall further make the determination on the amount of lost pay to be paid to the employee.
- f) The Parties of the First and Second Parts shall bear equal proportions of the expenses and allowances of the Arbitrator, stenographic and secretarial expenses and rent which may be incurred in respect of such proceedings.
- g) Any arbitration to be held hereunder shall be held in the City of Smithers, or at such other place as may be mutually agreed upon.

ARTICLE XV - GENERAL PROVISIONS

Section 1: No Strikes/No Lockouts

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: Protective Clothing

- a) Protective clothing shall be supplied by the Company to all employees whose duties entail work injurious to their clothing such as radiator men, battery men, and steam cleaner men. 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) Work boot allowance. An employee will be reimbursed, after one (1) year of service, for the purchase of CSA approved work boots when they present the purchase receipt to the company, Maximum of \$200.00 per calendar year.
- d) Safety equipment as per Government Regulations to be supplied at company expense. Custom fitted equipment to be supplied at cost at employee's expenses

Section 3: Facilities

The Company agrees to provide wherever possible:

- a) Proper washing facilities including hot and cold water, hand cleaner, towels and washbasins,
- b) Suitable lockers for the protection of the employees' clothing and personal belongings,
- c) A lunch space of sufficient size to accommodate staff, and
- d) Adequate heat and ventilation in the garage.

Section 4: General

- a) No employee who is receiving a higher rate of pay than set forth in this Agreement shall suffer a decrease in pay as the result of the signing of this Agreement.
- b) If an employee, in addition to his regular work, is the holder of a Level I First Aid certificate and is designated to act as First Aid Person, they shall receive twenty dollars (\$20.00) per week in addition to their regular pay.

- i) Employees will be reimbursed for the cost of an industry recognized Level 1 first aid course upon proof of receiving their certificate of successful completion.
- c) 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.
- d) The Union agrees to instruct mechanics to attend courses when required by the employer. Such instruction courses to be supplied by Management and Management agree to give sufficient advance notice to mechanics regarding dates on which such courses are to be conducted.
- e) Employees, who are subpoenaed to attend Coroner's inquests as a result of their employment with the Company, will be paid at their regular straight time rate for all hours spent at such proceedings.
- f) 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.
- g) The Company will maintain the current practices with regard to shop use for personal work and employee discounts on all parts, labour and new vehicle purchases.

Section 5: Tools

- a) All Employees' tools kept on the Company premises shall be insured against fire and burglary. Cost of the insurance to be borne by the Company, to a maximum of \$50,000.00, subject to three hundred dollars (\$300.00) deductible.
- 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. It is the employee's responsibility to provide an up-to-date inventory tool list and to add updates yearly.
- 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. Air tools over 1/2" in size shall be supplied through the company tool crib.

- d) The Company agrees to supply the tool crib for use by apprentice, shop helper, or Lubeman, basic air tools as deemed necessary, ½" and over in size.
- e) The Company agrees to a tool allowance to purchase, repair or replace employees' tools subject to:
 - i) Tool allowance not to exceed seven hundred fifty dollars (\$750.00) per calendar year.
 - ii) The employee has been in the employ of the Company for not less Than twelve (12) consecutive months,
 - iii) The tool is not covered by manufacturer's warranty, and
 - iv) Claims must be submitted with an invoice.

ARTICLE XVI - MEDICAL COVERAGE AND GROUP INSURANCE

Section 1: Coverage

The Company agrees to continue to make available the Health and Welfare Plans in effect prior to Certification on a voluntary basis with the same cost sharing arrangement for the duration of this Agreement. The Company agrees to review the current plan with a joint staff committee and make recommendations based on mutual agreement.

The Employer will reimburse the cost of prescription eyewear and/or prescription safety glass eyewear up to a maximum of \$400 (four hundred dollars) over the term of the agreement for the Employee or the Employees spouse or dependents as registered on the company benefit plan. To qualify for reimbursements you must provide proof of payment with reference to prescription and dated within the term of agreement.

Section 2: Lay-off Coverage

For the Plans which each employee has chosen to participate in, 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.

ARTICLE XVII - PENSION PLAN

The Company will provide the current group RRSP. The employer will match fifty percent (50%) of the participating employee's contributions to a maximum of fifteen hundred dollars (\$1500.00) per calendar year.

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 Local 1-2017, Steelworkers, 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: Access to Operation

- 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: Union Notices

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: Employee Personnel File

- a) Any entries into an employee's personnel file are to be initialled by that employee, with the Company to provide a copy for the employee.
- b) The Company shall provide each employee with reasonable access to that employee's personnel file upon request.

Section 5: Discipline

- a) All discipline shall be administered in the presence of a Job Steward or other such witness as requested by that individual, unless that individual specifically requests that no witness be present.
- b) All discipline administered prior to the certification of the Bargaining Unit shall be removed from the employee's records.

ARTICLE XIX - TRAINING PROGRAM

- a) The Parties hereto agree that the current apprenticeship program for technicians will remain in place.
- b) All employees having seniority with the Company who attend or are required to attend Vocational School to improve their knowledge and abilities, their rights with the Company under this Agreement shall be protected.
- c) Employees required to attend company training programs will be compensated at regular rate of pay, based on and eight (8) hour day per twenty-four (24) hour period.
- d) Company to pay training and travel expenses as per current arrangements.
- e) Any employee leaving company employment within thirty (30) days of receiving a training course agrees to reimburse the Company fifty percent (50%) of all expenses incurred.
- f) ALL Union employees who travel on training courses will be paid three (3) hours pay travelling to the course and three (3) hours pay travelling back.
- g) All in house training is to be performed at 75% of regular rate.

ARTICLE XX - WAGES AND CLASSIFICATIONS

- 1. All wage increases are to be calculated on employee's current rate of pay and all wage increase are to increase according to the Collective Agreement.

Section 1: Wages –Technicians

- 1. An additional hourly payment of \$2.00/ per hour for repairs of Medium Duty RV and Bus; to be paid as a bonus for hours worked and will be tracked by Technician.

2. The Technician rate will be correctly reflected in the Collective Agreement.

Category 1

- Red Seal certified technician working flat rate.
- No GM experience.
- Would automatically move to the next category after two (2) years from hiring date.

Technicians Hourly Rate Chart

Category 1

	April 1st 2021	April 1st 2022	April 1st 2023
Flat Rate	35.52	36.06	36.60
Straight Time	34.02	34.56	35.10

Category 2-

- Red Seal certified technician working flat rate.
- 2 or more years of GM dealership experience.

	April 1st 2021	April 1st 2022	April 1st 2023
Flat Rate	36.65	37.20	37.76
Straight Time	35.15	35.70	36.26

a) Apprentices

- i) Where the Company is required to grant an apprenticeship extension, wages will be frozen at the pay level in effect at the time the extension is granted.

b) Service Advisors:

Base Pay	April 1st 2021	April 1st 2022	April 1st 2023
0 - 12 Months	2560.00	2598.40	2637.38
Thereafter	2880.00	2923.20	2967.05

Performance based formula per month:

1.00 (1 dollar) per hour based on hours sold in the payroll month.
i.e. 600 hrs x 1.00= 600.00 additional pay for the pay period.

Customer Satisfaction Index Performance bonus;

If 3 (three) month dealerships REP is Green Status the CSI Service Advisor earns an additional 200.00 per month bonus.

Yearly bonus: \$500.00 if the dealership REP is Green at the end of the year.

c) Goodwrench Serviceman:

	April 1 st 2021	April 1 st 2022	April 1 st 2023
0-6 Months	16.27	16.52	16.77
7-12 Months	16.81	17.07	17.33
Thereafter	17.48	17.75	18.02

d) Parts Clerk

	April 1 st 2021	April 1 st 2022	April 1 st 2023
0 - 12 Months	16.80	17.06	17.32
13 – 24 Months	18.11	18.29	18.57
24 – 36 Months	20.65	20.96	21.28
Thereafter	22.47	22.81	23.16

Bonus: 2.5% of the net before service transfer.

Grandfather Clause (effective from 2018 contract) applies to Dana Glanville only

	April 1 st 2021	April 1 st 2022	April 1 st 2023
Grandfather Clause	23.95	24.31	24.68

e) Shipper Receiver Parts Department:
(Delivery Labourer)

	April 1st 2021	April 1st 2022	April 1st 2023
0 - 12 Months	15.20	15.43	15.67
13 – 24 Months	15.51	15.75	15.99
Thereafter	16.10	16.35	16.60

f) Car Wash, Shuttle Driver:
(General Labourer)

	April 1st 2021	April 1st 2022	April 1st 2023
0 – 12 Months	15.20	15.43	15.67
13-24 Months	15.51	15.75	15.99
Thereafter	16.10	16.35	16.60

Grandfather clause (effective from 2018 contract) applies to Doug Legere and Romel Diola only

	April 1st 2021	April 1st 2022	April 1st 2023
Grandfather Clause	18.11	18.48	18.85

Goodwrench Servicemen Classification:

- Goodwrench promotions
- windshield replacements
- alignments
- accessories
- light bulb and wiper replacement
- repairs of leaks, squeaks and rattles
- emergency road service
- exhaust leaks
- misc. light maintenance repairs
- oil changes
- grease jobs
- tire repairs
- steam cleaning

Section 2: General

- a) Where the Company requires a mechanic to attend Vocational or Manufacturer's Course, the practice in effect prior to Certification will continue for the duration of this Agreement.
- b) Trade Qualifications: All new mechanics hired must have a valid "Interprovincial or B.C. Ticket".
- c) All employees will be provided two (2) fifteen (15) minute breaks, one (1)

within each half shift, at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift.

- d) The Collective Agreement will be a three (3) agreement.

Section 3: Method of Payment

- a) The decision as to what standard manual is used is the decision of the Company with a guarantee that flat rate pay and customer billings are done from the same manual.
- b) Mechanics shall be paid according to the hours required to complete each job, as stipulated in the Standard in Professional Repair Information Manual, and not according to the actual time clocked on the job.
- c) This clause shall cover all repairs and govern the pay earned on all repairs, except:
 - i) Manufacturer warrantable repairs, which shall be paid in accordance with times stipulated by that manufacturer.
 - ii) Certain operations, not covered under the Standard in Professional Repair Information Manual, shall be paid on a straight time basis.
 - iii) Repairs on new car models not covered by the Standard in Professional Repair Information Manual, which shall be paid in accordance with the factory allowed time.
 - iv) 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 only when required.
 - v) All time either flat rate or straight time is applied to the work orders in the same way as it was manually as per Section 3. Technician time tickets are available at any time for the technicians via their log on in the DMS system and can be viewed on screen or printed out for their review.
 - vi) All time either flat rate or straight time is available through the system as per i).
 - vii) 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.

- d) The flat rate system will not generate overtime provisions unless more than eight (8) hours have been worked.
- e) When no mechanical work is available and employees are specifically requested by management to perform maintenance, training 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. Regular stall cleanup before and after a job are not to be considered shop maintenance. To accomplish this, all non-trade time to be paid must be initialled on the time ticket by management.

Other agreed to terms:

- 1) Employees performing work at a higher classification will receive that rate of pay for the time worked at the higher classification.

ARTICLE XXI - DURATION OF AGREEMENT

Section 1: Effective Date/Expiration

The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of April 2021 to the 31st day of March 2024; 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.

Both parties will endeavour to begin negotiations preferably within thirty (30) days of contract expiry.

If negotiations commence prior to the contract expiry date any retroactive wage increase will be effective April 1st of the new agreement regardless of the agreement signing date.

If negotiations commence after the contract expiry date any retroactive wage increase will be effective the 1st of the month in which the agreement is signed. There will be no retroactive wages paid prior to the end of a current agreement.

Section 2: Exclusion of Labour Relations Code

The Parties hereto agree that the operation of Section 87 of the Labour Code of British Columbia Act 1992 is specifically excluded from this Agreement.

DATED this 21 day of June in Smithers, BC by the following

FOR:

Coast Mountain Chevrolet
Buick GMC Ltd

Nicole Winterhalder

S. Groves

FOR:

Steelworkers, LOCAL 1-2017
Affiliated with C.L.C.

Brian O'Leary

President

Rod Beck

Financial Secretary