

2022 – 2026

COLLECTIVE AGREEMENT

between

**UNITED STEELWORKERS
LOCAL 1-1937**

and

TYEE CHEVROLET BUICK GMC LTD.

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THIS AGREEMENT entered into this 15th day of July, 2022.

BETWEEN:

TYEE CHEVROLET BUICK GMC LTD.
(hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

UNITED STEELWORKERS LOCAL 1-1937
(hereinafter known as the "UNION")

OF THE SECOND PART.

PREAMBLE:

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

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

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company within the jurisdiction of the Union, except Confidential Employees, Office Employees, and those with the authority to hire or discharge.
- b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XXII Section 1, Step Four, and in event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XXIII, Section 1.

Section 2: Seniority Application

- a) Where the Union holds a certification of bargaining authority covering a large area in which the Company has two or more operations, and distance makes the application of seniority impractical, it is agreed that the following principles shall apply:
 - (i) There shall be separate seniority for each operation.
 - (ii) In the event of a closure or layoff, the Company shall give hiring preference to those people laid off in accordance with the provisions of Article XIII, Section 1 when they are hiring for another operation included in the same certification.
- b) Details of application of the said principles shall be worked out between the Company and the Union.

Section 3: Meetings

The company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee. All meetings that require the attendance of a Shop Committee Member(s) shall be on paid time for the Shop Committee Member(s).

Section 4: Bargaining Authority

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

Section 5: Access to Operation

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by permission which will be granted by the Company on request.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the management; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

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

ARTICLE III - UNION SECURITY

Section 1: Cooperation

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

Management will assure that new employees covered by this agreement are introduced to the Shop Committee upon hiring.

Section 2: Union Shop

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

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-members

Any employee who fails to maintain their membership in the Union as prescribed herein and in the USW Constitution and Local Union By-Laws or 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 and adhere to their membership obligations.

Section 5: Union Membership

No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the current United Steelworkers Constitution, and in accordance with the By-Laws of the Local Union.

Section 6: Check-Off

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

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

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

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

The Company shall remit the dues deducted pursuant to such assignment to the Local Union, not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 7: Social Insurance Number

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

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

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

Section 2: Composition

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

Section 3: Exceptions

The provisions of Section 1 and 2 will not apply in reference to:

Article XV - Accident Prevention Committee, where the members are designated according to the provisions of the Workers' Compensation Act.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours over eight (8) hours per day and forty (40) per week. The regular day shift shall begin at 8:30 a.m. until 5:00 p.m. including an unpaid one-half (½) hour lunch break.
 - (i) All Flat Rate Mechanical Technicians Level 1 classification there will be an eight (8) hour guarantee averaged weekly.
 - Level 1 classification there will be an eight (8) hour guarantee averaged weekly.
 - Level 2 & 3 classification there will be an eight (8) hour guarantee averaged monthly
 - (ii) Body Shop Technicians – there will be a Seven (7) hour daily guarantee averaged on a monthly basis.

- b) An itemized breakdown of hours worked per week will be provided to the employees.
- c) Work performed by flat rate employees on their regularly scheduled rest day will be paid at one and one-half times the flat rate.

Section 2: Casual Work

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

Section 3: Tuesday to Saturday Work

It is agreed that maintenance and repair employees can be employed on a Tuesday to Saturday workweek for which they will be paid straight-time for hours worked within the regular shift. In such event, Sunday and Monday will be recognized as their rest days and any work performed agreed that the rest day, Monday, may be changed by mutual consent between the employee and the company. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the Company only, the rate of pay will be rate, plus one-half. However, if the employee requests a temporary change from their rest day on Monday, work performed on Monday will be paid for at straight-time. If an employee requests a Monday or Saturday that does not make up part of a regular vacation request of one to two weeks, the employee along with Management will arrange a replacement employee by mutual agreement to work that day in place of the said employee. The employees' wages will be paid at their regular rates when this situation arises.

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

Section 4: Rest Period

All employees shall be entitled to two (2) paid ten (10) minute rest periods during each regular shift, provided always that the company shall have the right to use relief employees in implementing this provision.

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Retraining

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

Section 3: Severance Pay

Employees discharged or laid off because of technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of 26 week's pay.

ARTICLE VII - WAGES

Section 1: Rates

- a) Both the Company and the Union hereby agree that wages shall be in accordance with the attached Wage Supplement.
- b) Employees who are paid on a piece-work basis shall receive wage increases as additions to existing daily rates.

Section 2: Flat Rate Differential

- a) Daily Crediting. (Records kept daily)
- b) No penalty deduction.
- c) The Company, the Shop Committee, and the Local Union agree to meet to discuss any dispute arising in respect to the flat-rate pay scale system. The purpose of the meetings shall be for the Company and the Union to agree to an appropriate rate of pay for the issue in dispute. When agreement is reached it shall be recorded and distributed to the Company, the Shop Committee, and the Local Union. The Shop Committee may appoint members to the Committee for the purpose of this section as deemed appropriate. Meetings for this purpose shall be held on Company paid time.

Section 3: Rate Revision

- a) The wage scale attached hereto, Wage Supplement, is approved by both the Company and the Union and may be revised for new or revised jobs by negotiations between them. Such negotiations to commence no later than thirty (30) days after serving of notice by either the Company or the Union.
- b) A Committee, equally representative of the Company and the Union shall be established for the purpose of
- c) Determining rates to be paid on new or revised jobs that are referred to it. The said Committee will analyze each job in accordance with and subject to the following:
 - (i) The job analysis will be based on knowledge and skill, responsibility, effort, and job conditions.
 - (ii) Existing maximum rates will not be used as a ceiling.
- d) Meetings to discuss revised rates shall be held on Company paid time.

Section 4: Shift Differential

The first shift is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of fifty cents (50¢) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid rate and one-half (1 1/2) without differential.

Persons employed other than on regular shifts shall be paid the fifty cent (50¢) premium rate for all hours worked outside the recognized day shift.

ARTICLE VIII - PAY DAYS

The Company shall provide pay day on the last day of the month. If this day is on a weekend the pay day will be the last Friday of the month. A mid-month draw will be furnished to all employees and a detailed statement of earnings furnished monthly.

Direct Deposit:

A direct deposit payroll system will be instituted upon ratification of the Collective Agreement. The cut-off will be the 23rd of each month. Any errors will be rectified as soon as possible. All employees must take part in the direct deposit.

ARTICLE IX - STATUTORY HOLIDAYS

Section 1: Recognized Holidays

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

Section 2: Qualifying Conditions

- a) An Employee, to qualify for Statutory Holiday Pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of ninety (90) calendar days.

Section 3: Sunday Holiday

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

Section 4: Weekly Work Schedule

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

Section 5: Holiday Shift

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

Section 6: Arrangement for Change

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

ARTICLE X - VACATIONS WITH PAY

Section 1: One to Four Years' Service

- a) The annual vacation for employees with one (1) to four (4) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon four and one-half percent (4-1/2%) of the total wages or salary earned by the employee during the working year.
 - (i) Employees hired after June 30, 2020 will be four percent (4%).
- b) An employee with One (1) to four (4) years' service whose employment is terminated, shall receive vacation pay at the rate of four and one-half percent (4-1/2%) of the wages or salary earned during the period of entitlement.
 - (i) Employees hired after June 30, 2020 will be four percent (4%).
- c) An employee with less than one (1) year of service, whose employment is terminated, shall receive vacation pay at four and one-half percent (4-1/2%) of gross earnings accumulated during the period of entitlement.
 - (i) Employees hired after June 30, 2020 will be four percent (4%).

Section 2: Four to Ten Years' Service

- a) An employee with four (4) to ten (10) years' continuous service shall receive an additional one (1) week's vacation with pay, based on seven percent (7%) of the total wages or salary earned by the employee during the working year.
 - (i) Employees hired after June 30, 2020 will be six percent (6%).

- b) The additional one (1) week may be taken when convenient for the Company, but does not have to be consecutive with the vacation period provided for in Section 1 herein.
- c) An employee with four (4) to ten (10) years' continuous service whose employment is terminated, shall receive vacation pay at the rate of seven percent (7%) of the wages or salary earned during the period of entitlement.
 - (i) Employees hired after June 30, 2020 will be six percent (6%).

Section 3: Ten to Twenty Years' Service

- a) An employee with ten (10) to twenty (20) years' continuous service shall receive a further one (1) weeks' vacation with pay, based on nine and one-half percent (9-1/2%) of the total wages or salary earned by the employee during the working year.
 - (i) Employees hired after June 30, 2020 will be eight percent (8%).
- b) The additional one (1) week may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Sections 1 and 2 herein.
- c) An employee with ten (10) to twenty (20) years' continuous service whose employment is terminated shall receive vacation pay at the rate of nine and one-half percent (9-1/2%) of the wages or salary earned during the period of entitlement.
 - (i) Employees hired after June 30, 2020 will be eight percent (8%).

Section 4: Extended Vacation Pay

For all employees hired before June 30, 2020 length of holidays will not be increased with years of service; instead a bonus will be received each year following the completion of the years of service listed below:

15 years' service	\$500.00
16 years' service	\$600.00
17 years' service	\$700.00
18 years' service	\$800.00
19 years' service	\$900.00
20 to 26 years' service	\$1,000.00
27 to 29 years' service	\$1,250.00

Section 5: Vacation Scheduling

- a) Vacations for employees shall be taken at such time as mutually agreed upon by the employee and the Company when quantity and regularity of production shall not be impaired.
- b) Scheduling of vacation shall be as follows:
 - (i) Employees are entitled to two continuous weeks of vacation in the months of June, July, August, and September. All other vacation time will take place outside these months unless approved by management.

- (ii) Vacations will be allotted based on seniority when booked prior to March 31st each year. Approval of vacations booked prior to March 31st shall be approved by April 7th.
- (iii) Vacations booked after March 31st will be allotted on a first come first serve basis. Vacations booked after March 31st shall be approved or denied within seven (7) days of application.
- (iv) There shall be no overlapping of vacation time in any one job category unless approved by management.
- (v) Nothing in this Agreement shall preclude any employee taking all their holidays at one time provided it does not interfere with productivity and regularity of production and is approved by management.

Section 6: Leave of Absence

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

- a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to their employment.
- b) Absence due to illness up to a period of one (1) year provided the employee returns to their employment. The employer shall have the right to require a certificate from a qualified medical practitioner. The Employer shall reimburse the employee for the cost of providing certificate.

Section 7: Employment Standards Act

Part 4, Annual Vacation of the Employment Standards Act, S.B.C., 1980, c. 10, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI - CALL TIME

Section 1: Where No Work

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

Section 2: Where Work Commences

In the event that an employee commences work on his or her shift and work ceases prior to the completion of four (4) hours work, the employee shall receive four (4) hours pay, at the regular job rate. The employee shall not be required to stay on the premises to receive call time.

ARTICLE XII - HEALTH & WELFARE

Section 1: Institution

It is agreed that a health and welfare plan be instituted in accordance with the principles hereinafter set out.

Section 2: Insurance Coverage

The following coverage will be instituted:

- a) Group Life Insurance for each qualified employee shall equal 200% of annual earnings to a maximum of, \$100,000.
- b) Accidental Death and Dismemberment Insurance shall equal 200% of annual earnings to a maximum of, \$100,000.
- c) Short Term Disability - In the case of sickness, injury, or illness not covered by Workers' Compensation the employer will pay sick benefits (full wages) until the worker is accepted on Employment Insurance Sick Benefit. These benefits shall be paid from a company funded sick benefit plan.

Section 3: Medical Coverage

- a) Basic Medical coverage shall be provided.
Premium payments shall be 60% employer paid and 40% employee paid.
- b) Hospital Coverage
 - 100% of covered charges
 - no deductible
- c) Drug Coverage
 - 95% reimbursement of eligible charges
 - No deductible
- d) Health Care Coverage
 - 100% reimbursement of covered charges
 - \$25 individual deductible and a \$25 family deductible per calendar year.
 - Nursing Care (maximum \$10,000 per calendar year), Ambulance, Aids, Services & Supplies, Accidental Dental, Emergency Treatment, Travel Assistance Benefits, Referral Benefits, Diagnostic Tests,
 - Speech Therapy (\$500 per calendar year)
 - Clinical Psychology (\$25 per visit up to \$500 per calendar year)
 - Hearing Aids (\$500 per 4 consecutive years)
 - Vision Care (\$400 in any 2 consecutive calendar years); Eye exams \$175 in any 2 consecutive calendar years).

- Paramedical Services (\$10 per visit per practitioner for first 12 visits up to a maximum of \$500 per calendar year) – Chiropractors, Chiropodists or Podiatrists, Naturopaths, Massage Therapists, Physiotherapists

Section 4: Dental Coverage

- a) Basic Services
 - 100% of covered charges
 - based on each year's current Dental Association suggested Schedule of Fees for General Practitioners in the Province of BC.
- b) Major Restorative
 - 70% of covered charges
 - based on each year's current Dental Association suggested Schedule of Fees for General Practitioners in the Province of BC.
- c) Coverage is subject to a \$25 individual deductible and a \$50 family deductible per calendar year.
 - The combined maximum for Basic Services and Major Restorative is \$3,500 in any calendar year.
- d) Premium payments will be 60% employer paid and 40% employee paid.

Section 5: General Principles

- a) Detailed information for the above coverages is available in the Group Plan Booklet for Group Benefit Plan Nos. 341562 & 341563.
- b) Premium cost will be 60% employer paid and 40% employee paid.
- c) Participation in the plan is a condition of employment.
- d) Employee Eligibility:

Any new employees who have not had previous coverage will be eligible for benefits after ninety (90) days of continuous employment, if they work at least 20 hours per week on a regular basis. Employees under age 65 can be covered for all benefits. Employees age 65 and over when they first become eligible can only be covered for health and dental benefits.

Employees who are not actively at work on the date they would ordinarily be covered will be eligible upon their return to work.

Actively at work means the employee is:

 - (i) actually performing their normal duties at their normal place of employment or at some other location where the Employer's business requires him to be, if it is a scheduled work day, or
 - (ii) capable of performing their normal duties, if he is not at work due to a non-scheduled work day, holiday or vacation.
- e) Coverage during lay-off will be provided as follows based on a 50/50 sharing of the cost.
 - (i) Employees with one (1) or more years' seniority - six (6) months.

- (ii) Employees with more than four (4) months but less than one (1) years' seniority - three (3) months.
- f) In the case of the employee's death, Hospital, Drugs, Health Care, and Dental coverage, if applicable will be extended to the employee's eligible dependents until the second anniversary of the employee's death or until the dependents no longer qualify as eligible dependents, whichever happens first.

Section 6: Employee and Family Assistance Program

The Employer recognizes that the personal well-being of the Employees and their families is necessary for the effective operation of the facility. To this end, the Employer shall provide at the company's expense, an Employee and Family Assistance Program and contract with a professional assessment and resource service so that Employees and their families may access resources in a manner entirely confidential from the Employer.

Section 7: Long Term Disability

- 66-2/3% of monthly earnings to a maximum monthly benefit of \$2,500.
- To commence after 120 days of disability.
- Coverage automatically terminates on the earliest of attainment of age 65, retirement or ceasing to be eligible.
- Premiums will be employee paid.

ARTICLE XIII - SENIORITY

Section 1: Principle

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

Section 2: Reduction of Forces

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

- (ii) details of the application of this provision shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

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

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

It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change in address.

Section 4: Job Posting

- a) Vacancies shall be posted in advance for a period of not less than five (5) working days.
- b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness or injury, but in filling these vacancies, senior employees will be given preference in accordance with Article XIII, Section 1.

Section 5: Departments

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

Section 6: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for ninety (90) calendar days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of ninety (90) calendar days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the company's employ. The probationary period of ninety (90) calendar days shall be cumulative within the three (3) calendar months following the date of entering employment. Notwithstanding the foregoing, probationary employees are entitled to grievance procedure.

Section 7: Hiring Preference

It is mutually agreed, that when hiring new employees, consideration for preference shall, subject to the same conditions as in Section 1, be given to those employees of the company having previous seniority

and who have applications on file. Notwithstanding the foregoing, returned persons with suitable qualifications shall have preference over all applicants.

Section 8: Absence Without Leave

Any employee who is absent without leave and does not notify the Employer in a timely manner may be subject to discipline. This shall not interfere with the employer's right to discharge for proper cause.

Section 11: Seniority List

It is agreed that a list will be supplied by the Company, setting out the name and starting date with the Company and starting date for department seniority of each employee. The Company will supply a list twice per year and advise the Union when changes are made to the said list.

Section 12: Reinstatement

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

Section 13: Contracting and Sub-Contracting

Should the Company contract out a portion of the operation, those persons performing work under such contract or sub-contract shall be bound by the terms of this Contract in the same manner as regular employees.

No contracting of work will be performed on premises, contracting out will only be done in emergency situations as may be identified between the parties.

Paintless dent and ding removal, and wheel refinishing performed by an outside company shall be allowed on premises. Every attempt shall be made to keep all work in-house.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1: Injury or Illness

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

Section 2: Written Permission

Any employee granted leave of absence shall receive permission in writing from the Company for such leave.

Section 3: Compassionate Leave

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

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

Section 4: Bereavement Leave

- a) Employees with one (1) or more year's seniority shall be allowed a maximum of four (4) days for bereavement leave.
- b) Employees shall receive their regular rate of pay for said bereavement leave.
- c) For the purposes of bereavement leave the following members of the employee's immediate family shall be defined as; employees Spouse, Mother, Father Brother, Sister, Sons, Daughters, Step-Sons, Step-Daughters, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step-parents, Grandparents, Grandchildren, and the Grandparents of the employee's Spouse.

Section 5: Jury Duty

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

Section 6: Union Business

- a) The Company will grant leave of absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted.
The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after the completion of their term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given dues notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

ARTICLE XV - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

- a) An Accident Prevention Committee consisting of not more than twelve (12) members nor less than four (4) members shall be maintained.
- b) The said Committee shall consist of an equal number of representatives of the company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- c) Employee representatives shall be regular employees in the operation with experience in that type of operation over which their inspection duties shall extend.

Section 2: Duties

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

Section 3: Pay for Meetings

The Company will pay straight-time rates not exceeding two (2) hours per meeting to employee members for the actual time spent in attending Accident Prevention Committee meetings outside the working hours.

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours, with the consent of the Company, employee's time will not be deducted for attending such meetings or investigations into accidents.

Section 5: Investigations

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

Section 6: Cessation of Work

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

ARTICLE XVI – HEALTH & SAFETY

Section 1: Right to Refuse Unsafe Work

The Company and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is therefore recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health and safety of any person.

- a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) An employee who refuses to carry out a work process or operate a tool, appliance, or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- c) A supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter, and;
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if, in his or her opinion the report is not valid, must so inform the employee who made the report.
- d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance, or equipment, the supervisor or employer must investigate in the matter in the presence of the employee who made the report and in the presence of;
 - (i) an employee member of the Health and Safety Committee, or
 - (ii) another employee who is selected by the Union.
- e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance, or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of WorkSafe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

Section 2: After Hours Use of Shop

In order to minimize risk of injury or death, and to ensure the wellbeing of employees, Employees are only permitted to work after-hours if there is a competent 2nd party with them at all times. Management consent must first be obtained, and a work order must be generated.

ARTICLE XVII - TRAINING PROGRAM

Section 1: Apprentice Training Program

- a) Provincial apprenticeship training principles.
- b) The Company shall pay the entire tuition for apprenticeship training in the ASEP program. Half the tuition will be paid at the due date of tuition and the second half of tuition will be paid after three (3) years of service as a Journeyman Technician at Tyee Chevrolet Buick GMC Ltd. In the event an Apprentice does not complete the required years of service the second half of the tuition will not be paid.

- c) Wage schedule on percentage of Journeyman rate paid for hours worked. (Non-flat rate) Starting pay for Apprentice Technician will be fifty percent (50%) of Technician rate with five percent (5%) increase every six (6) months until reach ninety percent (90%) of Technician rate.
- d) The Apprentice shall remain at the ninety percent (90%) of Technicians rate until it is mutually agreed between the employer and the Apprentice that he is ready to work on a flat rate basis.
- e) Preference to senior eligible employees when the Company requires trainees, subject to passing required aptitude and capability test.
- f) Indentured apprentices failing to progress according to time limits of the program, subject to removal from plan, and would return to helper status.
- g) Trainees must complete four (4) month preliminary shop training to be eligible for consideration to enter the plan.
- h) Apprentices shall be entitled to a reimbursement for required textbooks when attending an approved trade school.
- i) The Company shall not hold back or hinder the Apprentice's progress or ability to attend apprentice training at the approved trade schools at the appropriate times of the Apprentice.

Section 2: Training

The cost of training, retraining, or upgrading required by the Company shall be borne by the Company including lost time wages.

Web-based courses put on by Chevrolet and completed on employee's personal time shall be paid at twenty-five dollars (\$25.00) for each course complete and passed. Course must be relevant to department or field of work the employee is employed in. Each course taken must be approved by management and completed on employee's own time.

Section 3: Cost of Training

- a) The Company will supply a vehicle and fuel for required out of town training.
- b) The Company shall pay for hotel and ferry when required for out of town training.
- c) All employees required to travel for training will be paid eleven (11) hours wages for the day of travel to and from the training facility.
- d) Ferry Reservations - Payment will be reimbursed upon submission of Receipts.

e) The Company shall provide a per-diem for meals for required out of town training as follows:

\$70.00 per full day or

\$15.00 breakfast

\$20.00 Lunch

\$35.00 Dinner

Receipts to be supplied to Company.

Section 4: Tuition

All tuition and any book fees will be returned to Tyee Chevrolet Buick GMC Ltd. by the employee if the final exam is not attempted or not passed within six (6) months of the end of the final day of classes.

ARTICLE XVIII - TOOL INSURANCE

Section 1: Insurance Coverage

Tool Insurance to \$200,000 for the group.

The Company will bear the cost, and provide tool insurance to cover fire, flood, and/or theft on the basis of replacement cost. There will be a \$50.00 deductible coverage for theft, and this is, subject to evidence of forcible breaking and entry.

A videotape to record Mechanics tools will be acceptable.

Section 2: List

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

ARTICLE XIX- COVERALLS AND UNIFORMS

a) Supplied by Company.

b) Laundered free.

ARTICLE XX – BOOT & TOOL ALLOWANCES

Section 1: Boot Allowance

After one year's completed service a boot allowance(s) will be paid to each employee covered by this Collective Agreement. Such allowance(s) will be paid to the employee upon production of receipt(s) to a maximum of \$250.00 per year. Covered footwear must be WCB compliant. Multiple pairs of boots in a year are allowed under this clause. Such allowance to be paid annually on the employee's birthday.

Section 2: Tool Allowance

After one year's completed service a \$325.00 tool allowance will be paid to Journeyman, Apprentices, and Lube Rack Techs once each year, to be paid on their birthday.

All employee-owned Scan Tools that require upgrading will be paid for fifty percent (50%) by the Company and fifty percent (50%) by the owner of the scan tool.

ARTICLE XXI – MOONLIGHTING

- a) No employee shall be connected with or concerned with any other business which is competitive with the Company's business unless written authorization is first obtained from the Company. Violations may result in disciplinary action up to and including dismissal.
- b) No employee shall work on vehicles on their own time that would otherwise be Tye Chevrolet Buick GMC Ltd. customers.
- c) All work being done on premises must have a work order opened before starting any work even if a zero balance is expected.
- d) Employees are allowed to work on their personal vehicles as set out in Company policy.

ARTICLE XXII - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

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

Step One

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

Step Two

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

Step Three

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

Step Four

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

Section 2: Time Limit

If a grievance has not advanced to the next stage under Article XXII, Step Two, Three, or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, in the case of the Union missing the timeline. Where the Company misses the timeline, the Company will be deemed to have accepted the grievance and shall remedy as per requested by the Union's grievance and all rights of recourse to the grievance procedure shall be at an end. Where the Parties are not able to observe time limits for reasons beyond their control, the said time limit may be extended by written agreement between the Parties. The Parties shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE XXIII - ARBITRATION

Section 1: Interpretation

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

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

- b) All decisions will be final and binding upon the Company and the Union.

Section 2: Grievances

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

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

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

- b) No one shall serve as an Arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;
 - (iii) is or has been, within a period of six (6) months, preceding the initiation of arbitration proceedings,

- (iv) employed by any Local Union, United Steelworkers, or a company directly engaged in the industry.
- c) The decision of the Arbitrator shall be final and binding upon the Company and the Union.
- d) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all their rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the company pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- e) If the Company and the Union fail to agree on an arbitrator, they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint an arbitrator.

Section 3: Cost Sharing

The Company and the Union shall bear in equal proportions the expenses and allowances of the Arbitrator, and stenographic and secretarial expense, and rent connected with his duties as arbitrator.

Section 4: Place of Hearing

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

ARTICLE XXIV - STRIKES AND LOCKOUTS

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

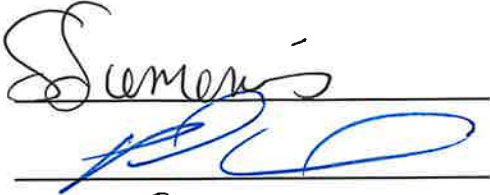
ARTICLE XXV - DURATION OF AGREEMENT

- a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of July 2022 to midnight the 30th day of June 2026 and thereafter from year to year unless sixty (60) days written notice on contrary intent is given by either the Company or the Union to the other. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Company, or at the Local Office upon the Local Officers of the Union, at least sixty (60) days prior to the expiry of the Agreement. If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either the Company for the Union.

b) The Company and the Union hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Agreement.

On behalf of
United Steelworkers Local 1-1937

On behalf of
Tyce Chevrolet Buick GMC Ltd.





Dated at July 25, 2022 BC, this 25 day of July, 2022.

/jw
usw1-1937



WAGE SUPPLEMENT

CLASSIFICATION	Effective July 1 2022	Effective July 1 2023	Effective July 1 2024	Effective July 1 2025
	8%	1.5%	1.5%	1.0%
SHOP FOREMAN	\$37.54	\$38.10	\$38.67	\$39.06
JOURNEYMAN TECHNICIANS				
Level 1 Journeyman Technician with two specialties	\$37.54	\$38.10	\$38.67	\$39.06
Level 2 Journeyman Technician with one specialty	\$36.57	\$37.12	\$37.68	\$38.06
Level 3 Journeyman Technician	\$34.73	\$35.25	\$35.78	\$36.14
Level 4 New Hire: Journeyman Tech (3 to 12 months) General Technician	\$31.01	\$31.48	\$31.95	\$32.27
Technician Apprentice	As per Article XVI			

SERVICE DEPARTMENT	*New Rate	1.5%	1.5%	1.0%
LEVEL 1----- Maintenance/ Lube Tech S10/S101 Maintenance	\$20.00	\$20.30	\$20.60	\$20.81
LEVEL 2 ----- Maintenace/ Lube Tech S10/S101 Maintenance	\$17.59	\$17.86	\$18.13	\$18.31
LEVEL 3 - -----New Hires	BC Minimum Wage			

PARTS DEPARTMENT	8.0%	1.5%	1.5%	1.0%
Partsman	\$28.45	\$28.88	\$29.31	\$29.60
Apprentice Parts Person	\$21.95	\$22.28	\$22.61	\$22.82

Apprentice technician...up to 80% of Journeyman rate while in school
90% of Journeyman rate once licensed and until competency proven as per Article XVII.

Level 4 Technician New Hire rate in effect until probation completed.

Specialties for Automotive Technicians are:

Transmission, Electrical, Diesel engine, Hybrids.

Technician must have proven abilities and competency in these specialized fields to receive the rate of pay.

Flat rate Mechanical Technicians will be paid a \$5/hour premium for work performed on specialty vehicles on customer pay work orders.

Pay premiums to be applied to work performed on the following vehicle types:

- a) Motor Homes
- b) Medium Duty Vehicles
- c) Trailers
- d) Special Trucks & Cars

Including anything deemed out of the ordinary and approved by Management.

Work excluded: Wipers, Lube Oil Filters, All Glass, Painting, Cosmetic Accessories, Upholstery, and Trim.

/jw
usw1-1937

EMPLOYEE ACCOUNTS

Employee Accounts will be as follows:

- \$500.00 Limit on the Employee Account
- Maximum 3 months to pay off.
- Payments will be deducted from the employees' wages
- Hourly is \$75/hr.
- Parts will be cost, plus 12 %
- The above rates to be reviewed annually

Any requests outside the above Employee Accounts will need to be discussed and approved by the General Manager.

*Note – It is Tyee Chevrolet's intention to make sure our employees have the opportunity to get deals and have no intention of increasing rates unless there is a change in the Market.

/jw
usw1-1937

LETTER OF UNDERSTANDING NO. 1

TEN HOUR SHIFT SCHEDULE

The parties to this agreement agree to investigate the implementation of a Ten (10) Hour Shift Schedule within three (3) months of the date of signing this agreement.

The terms of reference for the inclusion of a Ten (10) Hour Shift Schedule into the Collective Agreement include straight time rates of pay for hours in excess of eight (8) in one day to the tenth hour at which the rate will be at one and one-half times the employee's regular rate as identified in the Wage Supplement page. Any other rates of premium pay will be as per the Employment Standards Act of B.C.

The assignment of various shifts within the Ten (10) Hour Shift Schedule will utilize the principle of seniority as identified in this agreement provided the employees have the sufficient skills and ability to perform the various work assignments.

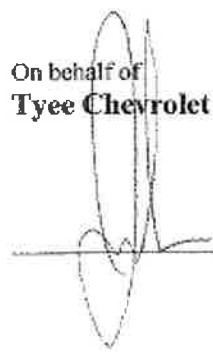

The Union agrees to canvass its membership in an expeditious manner to seek their input so as to meet the time requirements described above.

Should the Union not gain the support of at least five Journeyman Mechanics, the system will not proceed.

On behalf of
**United Steelworkers,
Local 1-1937**




On behalf of
Tyee Chevrolet Ltd.

Dated at Campbell River BC, this 03 day of May, 2011