

COLLECTIVE AGREEMENT

BETWEEN

MAPLE RIDGE CHRYSLER JEEP DODGE
(Hereinafter referred to as the Company)

AND

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**
(Hereinafter referred to as the Union)

EFFECTIVE FROM:

JUNE 1, 2024, TO AND INCLUDING MAY 31, 2027

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THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

MAPLE RIDGE CHRYSLER JEEP DODGE
(Hereinafter referred to as the Company)

- AND -

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**
(Hereinafter referred to as the Union)

**EFFECTIVE FROM:
JUNE 1, 2024, TO AND INCLUDING MAY 31, 2027**

All Parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted service in the Plant(s) of the Company.

SECTION 1 - RECOGNITION

- 1.01** The Company shall recognize the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the Bargaining Unit with respect to wages, hours of work and all other terms or conditions of employment.
- 1.02** All employees within the Bargaining Unit as defined by the Certificate of Bargaining Authority, who are members of the Union, or who may, during the term of this Agreement, become members of the Union, shall as a condition of employment retain membership in good standing for the duration of this Agreement. In the event of an omission of any employee from the Company checkoff list of Union dues deductions, the Company shall state the reason thereof (i.e., vacation, weekly indemnity, etc.).
- 1.03** All new employees must become and remain members in good standing in the Union for the duration of this contract, within thirty (30) days of the date of their commencement of employment.
- 1.04** All new employees upon being hired shall be required to sign an application for membership in the Union and a checkoff authorization before commencing work. The employee shall be required to be signed up by a Shop Steward.
- 1.05** When hiring help the Company agrees to give preferential treatment to Union members where possible. The Company will post bargaining unit positions. Seniority will be considered along with all other qualifications.
- 1.06** If any employee of the Company should be elected to serve the Union on a full time basis, he/she shall be considered (upon sufficient notification) to be on leave of absence without pay for a maximum period of four (4) years. He/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence and with seniority accumulated, provided that not more than one (1) employee be absent at any one (1) time.
- 1.07** Work presently being performed by members of the Bargaining Unit shall continue to be performed only by Bargaining Unit employees. The exception to this shall be casual relief personnel and supervisory personnel who find it necessary to perform such work in cases of emergency or for instructional purposes.
- 1.08** Upon request of the Business Representative(s), (but not more than once in any three (3) month period) the Company shall furnish a list of all employees in the Bargaining Unit with their date of commencement of employment and classification.

SECTION 2 - RESERVATIONS AND MANAGEMENT

- 2.01** The Union recognizes the right of the Company to demote, transfer, or discharge any employee, subject to the provisions of the grievance procedure.
- 2.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement.

- 2.03** 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.
- 2.04** The Company does not advocate any violation of the traffic laws.

SECTION 3 - UNION ACTIVITIES

- 3.01** The Union Representative(s) shall be allowed access to the Company's premises during the lunch period on routine matters. When it is desirable or necessary to hold a meeting during the luncheon period, or to enter the premises at any other time than the luncheon period, permission shall first be obtained from the Management.

SECTION 4 - STANDARD WORKING HOURS

- 4.01** The standard working day shall be one (1) of eight (8) hours. The standard work week shall be one (1) of forty (40) hours with two (2) consecutive days off, one (1) being Sunday.
- 4.02** The standard working day starting and stopping times shall be arranged between the Company and the Union between the hours of 8:00 a.m. and 6:00 p.m.
- 4.03** Any regularly scheduled shift which ends after 6:00 p.m. shall be considered a second (2nd) 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 (2nd) shift shall have a lunch period of at least thirty (30) minutes for which no pay will be allowed.
- 4.04** No employee shall work during his/her designated lunch period the exception to this is the Saturday shift where Employees may mutually agree to work through their lunch period.
- 4.05** Employees shall be allowed five (5) minutes during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.
- 4.06** Any changes in schedules or hours which fall outside of the above provisions will be discussed with the Union in advance, and will be implemented only by mutual agreement.
- 4.07** In the case of equal qualification to perform the work required, seniority with the Company will be the determining factor in assigning employees on to a shift.

SECTION 5 - OVERTIME

- 5.01** Time worked in excess of the basic working periods as shown under Section 4 shall be considered as overtime, provided that the excess time is approved by the Company.
- 5.02** Overtime shall be paid at the rate of time and one-half (1-1/2x) for the first **two (2)** hours immediately following the regular shift exclusive of meal period and double (2x) time thereafter in any one (1) day. Double (2x) time shall be paid for all work performed on Sundays and Statutory Holidays, except as provided in 5.04(a) of this Section.

- 5.03** All overtime worked by any employee beyond eight (8) hours' overtime in one (1) calendar week shall be paid for at double (2x) time.
- 5.04** In reference to Clause 5.02, the following exceptions are applicable:
- (a) During regular stock-taking periods when employees are called to work for the purpose of stock-taking, they shall be paid at the rate of time and one-half (1-1/2x) for Sundays and double (2x) time for Statutory Holidays, on not more than two (2) occasions yearly.
 - (b) Relief workers and janitors who work in excess of their standard working hours (forty) (40), shall be paid at the prevailing overtime rate.
- 5.05** No employee shall be required to work overtime.
- 5.06** The Company agrees to pay a minimum of one (1) hour's pay if an employee is called back to work after completing his/her shift and punching out, **unless it is due to the employee error. (ex. Customer keys in their pocket)**
- 5.07** The Company and the Union agree to make provisions for the banking of overtime on a mutually agreeable basis.
- 5.08 Banking of Overtime Hours**
- a) Overtime hours must be paid in wages at the overtime rate or banked, one hour at straight time pay and the remainder in the bank for each overtime hour worked.
 - b) The maximum in an employee's bank at any time is **forty (40)** hours. Of the **forty (40) hours**, **thirty (30)** hours are reserved solely for use in slack work periods only, the remaining **ten (10)** hours may only be used as time off at a mutually acceptable time to both parties. If there is no agreement then either party may demand full payout and the closing of the banking account. Banked hours cannot be used as sick time.
 - c) Banked time cannot be taken or added to regular vacation during the prime time vacation period.
 - d) The hour's bank will not allow overdrafts of any form.
 - e) If an employee does not use his **forty (40)** hours for mutually agreed upon time off in the calendar year, he may carry **unused time** to the next year but he may not increase the bank for time off in that year beyond **forty (40)** hours and he may only use **forty (40)** hours that year **for time off**.
 - f) Stored hours are costed at the rate they are earned and in the order they are earned but will not include premiums or differentials as they are paid in the actual pay period.
 - g) Retroactive pay adjustments for banked hours will be paid in a lump sum on a pay-cheque; the bank will not be adjusted.

- h) Employees may elect to have their bank time that is earned paid out upon written notification to the Company. The monies shall be paid at the next available pay period provided the request was made prior to the cut off day.

5.09 Employees shall be canvassed, in order of highest seniority with the skill and ability to do the job first, as to their willingness to do overtime work. It is understood that employees who have started a specific job will be given first opportunity to complete the work on overtime, and where possible overtime will be available on an equitable basis within classification.

SECTION 6 - VACATIONS

6.01 Annual vacations shall be granted as follows:

- (a) To employees with less than two (2) years' continuous service, in accordance with the Annual Holidays with Pay Act of the Province of British Columbia. Pay for such vacations to be four percent (4%) of gross earnings or two (2) weeks' full pay whichever is the greater.
- (b) To employees with two (2) years' continuous service or more, a third (3rd) week's vacation with full pay, which may at the discretion of the Company be allotted in a separate period from the two (2) weeks under (a) of this Section.
- (c) To employees with eight (8) years' continuous service or more, a fourth (4th) week's vacation with full pay.
- (d) To employees with nineteen (19) years' continuous service or more, a fifth (5th) week's vacation with full pay.
- (e) In order to qualify for the option of weeks with pay, an employee must work a minimum of seventeen hundred (1700) hours. During the first four (4) months of absence, time lost as a result of illness or compensable injury shall be regarded as time worked for the purpose of computing the seventeen hundred (1700) qualifying hours. Time lost as a result of a leave of absence for Union business shall be counted as time worked for the purposes of this Section. Employees who work less than seventeen hundred (1700) hours during the qualifying period shall receive the appropriate percentage of their earnings during the qualifying period as follows:

Up to two years less one day	4%
Two years up to eight years less one day	6%
Nine years up to nineteen years less one day	8%
Nineteen years or more	10%

Employees scheduled to work on a Saturday shift, will be responsible to find their replacement for the Saturday shift should they plan to take the day off; only required if another Technician has scheduled the Saturday off.

- 6.02** Vacation lists shall be posted **December 31st of the prior year for the upcoming calendar year.** Employees will be given the opportunity to indicate their vacation preference by seniority, and the list shall indicate the maximum number of employees from each category who may be on vacation at any particular time. Vacation schedules shall be prepared from the list by February 1st. Employees who have not indicated a preference by this date may subsequently apply for dates which are still open on a "first come, first served" basis. After **February 1st** employees shall request vacation time off with at least two (2) weeks prior notice wherever possible.

The maximum amount of vacation which can be applied for initially for the preferred period of April 1 to October 31, shall be three (3) weeks. Employees who wish to extend their vacation time during the preferred period may apply for unallocated time after April 1st.

The foregoing shall not preclude employees from applying for full vacation entitlement in one (1) unbroken period during the periods January 1 to April 1 and October 31 to December 31.

Employees requests for vacation shall not be unreasonably refused.

Employees will not be paid for vacations not taken. Vacation time will be computed annually up to the employee's anniversary date of employment, and the employees will receive their vacation earned up to that time.

Two (2) Technicians & one (1) Service Advisor, one (1) Parts Advisor, one (1) Detailer can be off for vacation any given time.

- 6.03** Employees terminating their employment during the course of a working year, in respect of which they have not received an annual vacation, shall receive vacation pay on the following basis:
- (a) If service less than two (2) years, on the basis of the Annual Holidays with Pay Act of the Province of British Columbia.
 - (b) If service of two (2) years or more, on a basis of a proportionate amount as set out in 6.01 (a), (b), (c), and (d) of this Section.
- 6.04** Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, he/she shall receive, if practical, an additional day off with pay or alternatively, a day's pay in lieu thereof.
- 6.05** The Company agrees that at least two (2) weeks prior to an employee going on his/her regular vacation, each employee shall be notified as to the date of his/her vacation allotment.

SECTION 7 - GRIEVANCE PROCEDURE

7.01 DISCIPLINARY SUSPENSION AND DISCHARGE CASES

In the event of an employee on the seniority list being suspended or discharged from employment and believing he/she has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method of adjustment of grievance herein provided.

A claim by an employee that he/she has been unjustly suspended or discharged may be settled by confirming the Company decision in suspending, discharging, or laying off the employee, or by reinstating the employee with full, partial, or no compensation for the time lost as seems just and equitable in the opinion of the conferring parties or the Board of Arbitration as the case may be.

7.02 SURVEILLANCE:

- (a) Watch and observation systems cannot be used except for the purpose of protecting the property of the employer and/or customer against criminal acts such as theft, and deliberate or accidental damage to property. At no time may such systems be used as a means to evaluate the performance of employees and to gather evidence in support of disciplinary measures unless such disciplinary measures result from a criminal act.
- (b) Notwithstanding paragraph (a), no video recording system shall be used directly or indirectly to watch employees inside the workplace.

No evidence gathered in violation of this paragraph shall be admissible before an Arbitrator.

7.03 All grievances and disputes must be filed in writing with the shop steward and the Company within seven (7) days of occurrence, except as in 7.03 of this Section. The agreed procedure for adjusting such matters is as follows:

- (a) By a discussion between the shop steward designated by the Union for the department involved and the foreman or service manager of the employee's shop as designated by the Company.
- (b) Failing agreement being reached by the above, the grievance will be discussed by the employee, the Business Representative and the service manager or department head of the department concerned.
- (c) Failing agreement, the grievance will be discussed by the highest Company official or officials designated by the Company to handle such matters and the labour relations committee designated by the Union.
- (d) Failing agreement, the grievance may be submitted to arbitration (Section 8).

7.04 In the event of a grievance arising from differences of interpretation, application, operation of, or any alleged violation of this agreement between the Company and the Union relative to this agreement, the employees shall continue to work until such grievance is settled. The said grievance shall, if possible, be adjusted between the representatives of the Company and the representatives of the Union. Failing agreement, the grievance may be submitted to arbitration (Section 8).

7.05 Any warning, reprimand, or discipline which the Company wishes to place on an Employee's file or upon which the Company wishes to rely as part of the Employee's Work Record will be documented in writing, and a copy of any such document shall be provided to the Employee within seven (7) days of the occurrence which it documented.

7.06 If the Company asks an Employee to attend a meeting for the purpose of reprimanding or disciplining the Employee, the Employee shall have the right to have a Union Representative be present at the meeting.

- 7.07 Any discipline, letters of reprimand, or adverse reports on an employee's file will not form the basis of further disciplinary action provided that the employee has not had a further infraction for a period of twelve (12) months from the date of the last letter or report, and the Company agrees not to introduce as evidence in any grievance arbitration any document from the file of an employee more than twelve (12) months old, provided that there has not been a further infraction.

SECTION 8 - ARBITRATION PROCEDURE

- 8.01 If the said grievance cannot be resolved between the parties, it shall be submitted to a sole arbitrator for a final and binding decision and each Party hereto agrees to forthwith pay to the Arbitrator one-half (1/2) his fee and expenses.
- 8.02 The party initiating an arbitration will send a list of three acceptable arbitrators with its notice of arbitration and the responding party, if it does not agree to any of the names listed, will provide three in response. If the parties are unable to agree on an arbitrator, the provision of the Labour Relations Code will apply.
- 8.03 The Arbitrator shall determine his own procedure and shall have the power to dispose of a grievance by any arrangement which he deems just and equitable. The Arbitrator shall not, however, have the power to change this Agreement or alter, modify or amend any of its provisions and shall render his decision within thirty (30) days of the completion of the hearing.

SECTION 9 - SENIORITY

(SENIORITY FOR THE PURPOSE OF THIS SECTION SHALL BE COMPUTED BY DEPARTMENT).

- 9.01 In all layoffs and re-employment the rule of seniority shall prevail provided employees to be retained or re-called by reason of seniority have the ability to perform the work available. Resignation at any time forfeits seniority except in the case of an employee obtaining from the Company authorized leave of absence in writing, a copy of which shall be filed with the Union office.

Regardless of seniority, any layoffs must maintain one (1) lube technician on shift to operate the express lane, with the option to hire no more than one (1) more (for a total of two 2) based on express lane volume and staffing need.

- 9.02 (a) Discussions will be held with the Union Business Representative(s) before a layoff out of seniority is made.
- (b) Employees shall be told if a release is a layoff or a termination. Termination slips provided by the Union shall be given to the employee and a copy forwarded to the Union office within three (3) days.
- (c) Seniority of an employee will be cancelled if he/she:
- (i) Voluntarily leaves the employ of the Company except where written leave of absence is granted by the Company and a copy sent to the Union within two (2) weeks of said leave.

- (ii) Is discharged for cause and is not reinstated as a result of the grievance procedure.
 - (iii) Is given a termination slip upon leaving the Company and is not reinstated as a result of the grievance procedure.
 - (iv) In the case of absence due to sickness or accident or while covered by Workers' Compensation, fails to report for work immediately he/she is declared fit for work.
 - (v) Has been laid off for a period longer than **three (3) months**.
 - (vi) Failure to report back to work within five (5) days after notification by registered mail or return to work from layoff.
- (d) New employees will not be hired in a classification while employees in the same classification are on layoff.
- 9.03** When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring, notwithstanding the foregoing, the probationary period may be extended by the Company with approval of the Union. The Union will not unreasonably withhold approval for an extension.
- 9.04** When a layoff becomes necessary, probationary employees shall be laid off first, thereafter the Company may either lay off employees in accordance with this Section or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work. Employees to be laid off shall be given not less than one (1) week notice (forty (40) working hours) prior notice of such layoff.
- 9.05** All positions shall be posted in the Lunchroom. Successful candidates shall serve a ninety (90) day worked trial period, after the ninety (90) day trial period the position shall become permanent, progress reviews shall take place at thirty (30) days and sixty (60) days. Seniority does not transfer from one classification to another. Employees who are laid-off can choose to bump back into a previous held position so long as they have greater time served in that previous position than any existing employee in that position. Employee shall retain total time served with the Company for the purpose of accumulating vacation.

SECTION 10 - GENERAL CONDITIONS

- 10.01** Wages shall be paid in a manner convenient to the Company but in such a way to eliminate needless waiting on the part of the employee.
- 10.02** No wage deduction shall be made for any of the following General Holidays:

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

or any other day declared when the Company is forced by legislation to close down its operation.

- (a) To be eligible for the above General Holiday pay, an employee must work his/her recognized work day immediately before and immediately after the holiday unless mutually agreed between the employee and the Company. Employees temporarily laid off no more than two (2) weeks prior to a general holiday, or employees who are absent due to illness which commenced no more than two (2) weeks prior to the general holiday shall be entitled to general holiday pay. In cases of sickness, the Company may request a substantiating certificate from a Doctor.
 - (b) Employees who are not on a Monday to Friday schedule shall:
 - (i) Receive either the Saturday (immediately prior to) or an alternate day off with pay in lieu of any General Holiday which falls on a Monday, the alternate day off shall be mutually agreed upon between the employee and the manager prior to the holiday commencing, should agreement not be reached then 50% of the employees shall take the Saturday immediately after the holiday off with pay. Employees choosing the Saturday immediately prior to the holiday, shall be dictated by seniority with no less than fifty percent (50%) of these employees off on either Saturday, and,
 - (ii) Work from Monday to Thursday inclusive in any week in which a General Holiday falls on the Friday.
 - (iii) Employees who are on a Monday to Friday schedule shall receive the Friday (immediately prior to) off with pay in lieu of any General Holiday which falls on a Saturday.
 - (iv) When a Statutory holiday falls during an employees vacation, that day may be taken on the last regular working day prior to the vacation. Management must be notified one (1) week in advance.
- 10.03** The Company and the Union agree to cooperate in the establishment of a Health and Safety Committee in accordance with W.C.B. regulations. When Plant inspection is made by the W.C.B. a Union representative of the Safety Committee shall be included in the tour, and a copy of the inspector's report shall be forwarded to the Union office. In the event of a serious accident, an immediate investigation shall be made by at least two (2) members of the Safety Committee, one (1) from the Union and one (1) from Management.
- 10.04** The Company shall provide the following protective clothing: Coveralls or smocks, eye protection, welding gloves, safety gloves and welding helmets. The need for additional protective equipment and the question of whether it is provided by the Company or by the individual shall be discussed as it arises. Employees are expected to take reasonable care of clothing and equipment supplied and prevent wasteful use.
- 10.05** The Company shall supply one (1) suit of clean coveralls to the employees each week.
- 10.06** Proper washing facilities shall include hot or cold water, hand cleaners, towels and wash basins. These shall be provided by the Company.

- 10.07** Clothes lockers of a suitable size shall be provided by the Company for the protection of the employees' clothes and personal belongings.
- 10.08** Lunch rooms of sufficient size to accommodate the staff shall be provided by the Company.
- 10.09** The Company agrees that the Plant(s) shall be heated and adequately ventilated.
- 10.10** Employees required to report for work outside the Company's premises shall be paid for all travelling time, plus transportation and incidental expenses.
- 10.11** Employees required to report for work outside the City limits, which causes them to be absent from their homes overnight, shall be paid for all travelling time up to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition a premium bonus of twenty-five cents (\$.25) per hour shall be paid to the employee(s) for all time actually spent on the job. Provided that it is agreeable to the employee(s) concerned to travel on Sundays and Holidays, it is understood that the rate for travelling time will be at straight time.
- 10.12** The Company agrees to provide space that is readily accessible where Union notices of direct interest to the employees may be posted.
- 10.13** No employee may accept any other employment or perform any service ordinarily undertaken by the Company for anyone else so long as he/she is an employee of the Company.
- 10.14** (a) No employee shall leave the premises for any purpose whatsoever without securing permission from his/her Foreperson or Department Head.
- (b) Employees are to remain on site during coffee breaks, unless authorized by Management.
- 10.15** No provision of this Agreement will be used to reduce wages or remove working conditions presently in force; it being understood that staff picnics, contributory insurance plans, or bonuses shall not be deemed to have reference to said "working conditions". Any improved working condition introduced by the Employer on a trial basis shall be excluded from the provisions of this Clause.
- 10.16** The Company agrees that should any employee classified in this Agreement be also employed in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, shall receive **an additional one dollar (\$1.00) per hour** in addition to his/her regular **hourly** wage. This additional payment, however, shall not be recognized in the computation of the employee's hourly rate. Where no employee is qualified as an Industrial First Aid attendant, the Company will pay the cost of fees and books for an interested and acceptable employee to qualify for his/her required Industrial First Aid ticket.
- 10.17** It is agreed that upon such matters not specifically covered in this Agreement, which may have a bearing on the Employer-Employee relationship, shall be discussed by the Company and the Union Representative(s) with final decision re same being solely at the discretion of Management.

10.18 HEALTH AND WELFARE PLAN

“During negotiations, the parties recognized the value of a healthy workforce and one which had access to appropriate health and disability insurance. The parties also recognized, however, the increasing cost of such benefits, and that the same can best be managed by the employer, the union, and the employees, working together in concert to reduce inefficiencies. In an effort to maximize the tax efficiencies to the employee, the parties agreed to amend the manner by which the following benefits would be funded, all of which is not intended to increase or decrease the relative sharing of the aggregate costs of such benefits as between the employer and the employees.”

- A. The employer agrees to pay 100% (to a maximum of 70% of A and B combined) of the required monthly premiums for each employee covered by this agreement to provide:

Coverage for the employee and his/her dependants which shall include:

1. Medical Services Plan of British Columbia.
2. Extended Health Benefits as provided by M.S.A. or its equivalent.
3. A Dental Plan that will provide one hundred percent (100%) of Plan “A” and seventy-five percent (75%) of Plan “B” based on the most current schedule of fees for the College of Dental Surgeons of B.C.
4. Orthodontic coverage for Minor Dependents only - \$2,000.00 maximum per lifetime with 50% deductible.
5. Prescription eyeglasses to a maximum of \$200.00 per two (2) year period. Members with equal to, or more than ten (10) years’ service will receive An additional \$200.00 per two (2) years, for prescription eyewear.

Coverage for the employee which shall include:

5. Life Insurance of \$50,000.00, with Double Indemnity for Accidental Death or Dismemberment;
- B. The employee agrees to pay 100% (or 30% of A and B combined, whichever is greater) of the required monthly premiums to provide:
1. Weekly Indemnity income benefits of two-thirds (2/3rds) of earnings to the maximum as noted in the current insurance agreement, on the basis of pay for the first day of accident, the fourth day of illness, for twenty-six (26) weeks a current copy of the insurance agreement will be on file at all times with the Union office.
 2. Long term disability on the basis of sixty-seven (67%) percent of wages to be paid to disabled employees (subject to normally accepted insurance provisions) until disability ceases or age 65, whichever comes first.

The Company agrees that, where a medical examination is required by the insuring company for an employee to qualify for a change in coverage, the Company shall reimburse the employee for the cost of the examination.

Changes in insurance coverage shall be implemented on the fifteenth (15th) day of the month following the date of the change.

- 10.19** The Company agrees to contribute seventy percent (70%) of the monthly contribution required to provide coverage under the Medical Services Plan of British Columbia and Extended Health Benefits for their employees and dependents as provided by M.S.A. or its equivalent.
- 10.20** Time absent from work shall be deducted on a pro rata basis.
- 10.21** Before any new classification is created, the wage rate therefore shall be settled by negotiations between the Employer and the Union.
- 10.22** Each employee at the time of termination of his/her services, shall be given a termination slip setting out the period of his/her employment, a copy of which shall be mailed to the Union office. This termination slip is to be a form prepared and supplied by the Union.
- 10.23** Shop Stewards will be selected by the Union and recognized by the Company. An adequate allowance of time during working hours will be provided for the discussion with Management of submitted grievances. When the Company finds it necessary to lay off or discharge a Shop Steward, the Union shall be notified prior to such layoff and discharge. In the case of layoff, the Company agrees to give four (4) hours' notice to the Union.
- 10.24** The Company agrees to grant all employees covered by this Agreement two (2) fifteen (15) minute rest periods each day, one in the forenoon and the other in the afternoon without loss of pay.

10.25 UNION LEAVE

An employee requesting unpaid time off for Union business shall not be unreasonably withheld. There can be no more than one (1) employee on this leave in a given classification at the same time.

- 10.26** It is hereby agreed and understood that the Company shall not make any deduction from an employee's pay without written permission from the employee. Refusal on the part of the employee to sign any said authorization except as provided in this Agreement shall not be cause for dismissal.
- 10.27** Employees attending a Chrysler school shall be paid their regular daily rate if this falls on their regular day off, plus transportation and incidental expenses fuel and parking. Fuel and parking reimbursement subject to receipts, claims shall be submitted within five (5) working days on the employees return to work and the Company shall reimburse the employee within five (5) days from receipt of the claim.
- 10.28** Employees are not to use customer or company vehicles for personal use, during test drives or lunch breaks. Unless authorized by customer or manager.

10.29 JURY DUTY

Employees to be paid their regular wages when required to attend jury duty or act as a subpoenaed crown witness, less any fees paid. **To a maximum of five (5) paid days.**

10.30 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days' leave of absence with pay, to make arrangements for/and/or to attend the funeral, an additional two (2) days with pay where an employee needs to travel outside a 500 kilometer radius from the Company (Maple Ridge Chrysler) to attend the funeral, **provided reasonable proof of such need to travel is provided to the Company**. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law. The term "immediate family" may also include brother-in-law, sister-in-law, grandparents, spouse's grandparents.

10.31 MATERNITY LEAVE

An employee, upon written request, supported by a certificate of a medical practitioner stating that the employee is pregnant, shall be granted a leave-of-absence without pay and other benefits according to the Employment Standards Act, Part 6.

For maternity leave only, the Company will continue to pay the employee benefits, this applies to leave starting after ratification of the 2024 Collective Agreement.

10.32 PARENTAL LEAVE

An employee, on his/her written request, supported by a certificate of a medical practitioner, shall be granted a leave-of-absence without pay with accordance to the Employment Standards Act, Part 6.

10.33 FAMILY RESPONSIBILITY LEAVE

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health or any other member of the employee's immediate family.

10.34 TOOL INSURANCE

The Employer shall provide tool insurance at no cost to the employees, as follows:

- (a) Maximum coverage - **\$40,000.00**
- (b) Deductible - \$1000.00 (Employee Pay)
- (c) Insurance shall cover loss by fire or theft, upon evidence provided as per normal insurance regulations. The mysterious disappearance of tools shall not be covered. Insurance shall cover tools on the premises under the direction of the Employer.
- (d) Coverage to be effective subject to the employee providing the Employer with an up to date inventory of tools owned. The Company shall sign the list for receipt and give a copy to the employee.

10.35 TOOL ALLOWANCE

The Company agrees to institute and administer a Tool Replacement Fund for each individual Journey person and Apprentice.

Six hundred (\$600.00) dollars with receipts per completed year of service

Credited on January 2nd of each year.

Prorated based on hire date for new hires. This allowance can be carried over and shall not exceed **eight hundred (\$800.00)** dollars.

A two hundred **and fifty** dollar (**\$250.00**) per year Tool Allowance for Lube persons and Installers who require tools not supplied by the Company.

- 10.36** Where required by W.C.B. or the Company and worn by the employee, shall receive a cumulative safety boot allowance of **\$180.00** per year, to a maximum of **\$360.00** accumulated at any given time. The allowance is to be used on the basis of **\$180.00** after a 12 month period or **\$360.00** after a 24 month period. There shall be no carry over of unused portions of the boot allowance, except as outlined in this clause. Employees must submit a receipt to receive the boot allowance.

Employees shall qualify for this allowance after completing one year of service. Detailers and Washers where required can purchase a second pair of seasonal safety footwear, not to exceed **\$180.00** per year of **\$360.00** per two years.

10.37 RAIN GEAR/UNIFORMS FOR OUTSIDE WORKERS

Company shall pay 50% to a maximum of \$200.00 for the purchase of rain gear for employees who are working outdoors.

10.38 EMPLOYEE TRAINING

- a) All employees attending training programs on behalf of the Company, or as an employment requirement, shall be entitled to full regular wages. The Company shall be responsible for the cost of the program, examination fees. Travel, accommodation and meals are to be covered for any training outside of the 500 kms radius from the Company. (Fuel and parking will be covered at the FCA Chilliwack training facility). Any allowance received from government or other agencies shall be deducted from the "full regular wages".
- b) When Apprentices are in full attendance during authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and any Government subsidies which the Apprentices may receive, as a bonus if the Apprentice receives a passing mark. (The parties agree in principle to this language. All applicable Federal and Provincial laws would need to be complied with for drafting of final language of contract).

Meals will be paid only when accommodation is required for the training. No Employee shall be required to go more than once per year for any training overnight and the Company shall give the affected Employee two (2) weeks notice of any overnight training.

- 10.39** Employees shall receive full pay at their regular straight time rates for the full shift on the day on which they suffer a compensable injury.

10.40 Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided, the employee works more than one half hour (1/2) consecutively per day. Any three occurrences per day shall be deemed to constitute one half (1/2) hour.

10.41 SICK LEAVE

As per British Columbia Employment Standards Act.

SECTION 11 - WAGES AND CLASSIFICATIONS

11.01 Wages and classifications shall be as agreed upon and shall be attached to and form an integral part of this Agreement. Any employee who, at the date of this Agreement, is receiving a rate in excess of his or her classification as set forth in Schedules "A" and "B" shall not suffer a reduction in rate. See Schedules "A" and "B" attached.

Before any new classification is created, the wage rate thereof shall be settled by negotiations between the Employer and the Union. This clause shall not be used to remove duties from an existing classification, or to split the duties of an existing classification into two or more classifications.

11.02 LAYOFF PROVISIONS

During any work week an employee reporting for work on the call of the Employer shall receive his/her regular rate of pay for the entire period spent at the place of work with a guarantee of ninety percent (90%) of his/her weekly earnings as set out in the contract schedules.

- (a) It is further agreed that the Employer shall provide a minimum of one (1) hours' notice of layoff to all full time employees.
- (b) The foregoing notice and guarantee shall not apply when the suspension of operations results from a reason entirely beyond the control of the Employer such as power outage, fire, flood, etc.
- (c) Subject to the ability of the employee to perform work available, short-term layoffs will be distributed as evenly as possible among all employees.

SECTION 12 - SEVERANCE PAY

12.01 (a) Employees with two (2) years or more of service with the Company who are laid off as a result of technological change or other crew reduction shall be entitled to a separation allowance of one (1) week's pay for each year of service up to a maximum of eight (8) weeks' pay.

- (b) Where the severance pay provisions of the Employment Standards Act are more favourable, the provisions of the Employment Standards Act shall apply. For the purposes of this Section, "layoff" shall not include "temporary layoff" as defined in the Employment Standards Act.
- (c) Whenever an employee is laid off in accordance with the above, he/she shall be given the choice of being placed upon the recall list or of receiving severance pay. If he/she chooses the option of receiving severance pay, he/she shall forfeit his/her recall rights. Employees who choose to remain on the recall list may rescind this option at any time prior to recall, and, at that time become eligible for severance pay.
- (d) In addition to 12.01 (a) (b) (c) the Company shall pay two (2) days per year of service for employees with five (5) completed years of service or more to a maximum of twenty (20) days pay.

12.02 The Company has the right to introduce any technological change as defined below into its operations. However, the Company will endeavour to give the Union reasonable notice of any technological change which likely will result in employees being displaced from their jobs.

Technological Change Definition

"Technological Change" for the purposes of this Agreement means:

- (a) The introduction by the Company into the workplace, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the workplace,
- (b) a change in the manner, method or procedure in which the Company carries on the work, undertaking or business that is related to the introduction of that equipment or material,
- (c) it is, however, agreed that "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

12.03 Employees who are displaced from their jobs as a direct result of technological change shall be given an opportunity to fill any vacancy for which they have the necessary seniority and ability. Should no vacancy exist, displaced employees shall have the right to displace less senior employees provided they have the qualifications and ability to efficiently perform the requirements of the jobs.

12.04 Employees who are displaced from their jobs as a direct result of the introduction of technological change shall be given the opportunity, in order of seniority, to train for any new positions, which may exist related to introduction of such technological change, provided they possess the necessary qualifications for the job. If after a reasonable period of time the Company concludes that an employee is unable to efficiently meet the requirements of the position, then he/she shall be laid off and Section 12.05 shall apply.

12.05 Where employees are displaced as a direct result of technological change, and do not fill another position as set out above, then they may elect to either be laid off or to receive severance pay. Severance pay shall be paid in accordance with Section 12.01 of this agreement. Where an employee receives severance pay, his/her employment shall be terminated for all purposes.

SECTION 13 - SAVINGS CLAUSE

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

SECTION 14 - WORK RETENTION AND SUB-CONTRACTING

It is the understanding of the Parties that sub-contracting and contracting out may be necessary. It is also understood and agreed that no Employee actively at work shall be laid off as a direct result of contracting out work presently performed by Employees covered by this Agreement.

The Company shall provide notice to the Union of any decision to subcontract work presently performed by Employees covered by this Agreement.

Where the Company's facilities, space and trained personnel are available, the Company shall continue to have all work, which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit except as follows:

- (a) Where the company determines that it is unable to meet delivery obligations to the customer, and
- (b) Where the Company and the Union determines that the products and services cannot be produced or performed profitably by the Bargaining Unit.

Shop Stewards and/or Union Representative may request meetings with Company Management at any time that Sub-Contracting practices appear questionable.

SECTION 15 - RENEWAL AND TERMINATION

- 15.01** This Agreement shall be for the period from and including JUNE 1st, **2024**, to and including MAY 31st, **2027**, and from year to year thereafter subject to the right of either Party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement (MAY 31st, **2027**), or immediately preceding the last day of MAY in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining.

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rates of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) The Union shall give notice to strike (or until the Union goes on strike) or,
- (b) The Employer shall give notice of lockout (or the Employer shall lock out its employees) or,
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new collective Agreement, whichever is the earliest.

15.02 The Company shall not require any employee to cross a legal picket line.

SIGNED AT _____, B.C.

SIGNED AT _____, B.C.

THIS _____ DAY OF _____, 20 _____

THIS _____ DAY OF _____, 20 _____

FOR THE COMPANY:

MAPLE RIDGE CHRYSLER
JEEP DODGE

FOR THE UNION:

AUTOMOTIVE LODGE 1857
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

CLASSIFICATIONS AND WAGE RATES: SCHEDULE "A"

All end wage rates in the 2016 – 2017 Collective Agreement shall be increased by two percent (2%) in each year of the renewed Collective Agreement as indicated below. In the event of a discrepancy between the recalculated rate of pay and the rates below, the recalculated rate shall be applied.

Shop Foreman: Shall attract 10% above Journeyperson. The Shop Foreman is responsible for the quality and quantity of work as assigned by the Company. This position is designated by the Company.

Lead Detailer: Shall attract \$2.75 per hour above the Detailer thereafter rate of pay. The Lead Detailer is responsible for the quality and quantity of work assigned by the Company. This position is designated by the Company.

	<u>EFFECTIVE:</u> <u>JUNE 1/2024</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2025</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2026</u> <u>(PER HOUR)</u>
<u>JOURNEYPEPERSON Level 3</u>	\$ 39.76	\$ 40.55	\$ 42.18
<u>JOURNEYPEPERSON Level 2</u>	\$ 38.21	\$ 38.98	\$ 40.54
<u>JOURNEYPEPERSON Level 1</u>	\$ 37.18	\$ 37.93	\$ 39.44
<u>JOURNEYPEPERSON "A"</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2024</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2025</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2026</u> <u>(PER HOUR)</u>
<u>JOURNEYPEPERSON Level 3A</u>	\$ 38.88	\$ 39.66	\$ 41.25
<u>JOURNEYPEPERSON Level 2A</u>	\$ 37.34	\$ 38.08	\$ 39.61
<u>JOURNEYPEPERSON Level 1A</u>	\$ 36.31	\$ 37.03	\$ 38.51
<u>JOURNEYPEPERSON "B"</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2024</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2025</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JUNE 1/2026</u> <u>(PER HOUR)</u>
<u>JOURNEYPEPERSON Level 3B</u>	\$ 36.70	\$ 37.43	\$ 38.93
<u>JOURNEYPEPERSON Level 2B</u>	\$ 35.15	\$ 35.86	\$ 37.29
<u>JOURNEYPEPERSON Level 1B</u>	\$ 34.12	\$ 34.81	\$ 36.20

Assigned Heavy Duty Technician an additional \$2.00 per hour premium

All quarterly and annual training must be complete and passed to obtain training bonus highlighted below, including master technician.

FCA Training Program

Driven off a percentage of FCA training completed.

Percentage to be determined by completed FCA courses divided by total FCA courses.

Total FCA courses will include Level 0, 1, 2, 3, in Core, Fiat and Promaster.

New technology courses will not be included in the total FCA courses, unless:

- a course has been moved into a total FCA category
- a course is considered mandatory by FCA
- a course has the potential of causing training level loss

The Training Program will be reviewed and updated annually.

The Training Program will be completed and posted by January 30th of the current year.

Quarterly reviews will be performed to determine technician training levels, unless requested earlier by the technician.

Technicians shall not be penalized for not completing a certification, on the grounds that there are components of the course that are outside of their control. (For example components of the course that either the Company or Chrysler have control over)

Training courses will be approved to those technicians who apply for a course in a timely manner, first to apply will be first to be approved. Skills sets may override approval process.
Late applications or applications to waitlisted courses may result in loss of credit given for incomplete courses.

Technician training level definitions:

Level 1: below 75% FCA training
Level 2: 75 – 85% FCA training
Level 3: Above 85% FCA training

APPRENTICES

Sign up - 750 hrs	60% of Journeyperson Level 1 Rate.
751 - 1500 hrs	65% of " "
Level 1 Certified - 2250 hrs.	70% of " "
2251 - 3000 hrs	75% of " "
Level 2 Certified - 3750 hrs	80% of " "
3751 - 4500 hrs	85% of " "
Level 3 Certified - 5250 hrs	90% of " "
5251 - 6000 hrs	95% of " "
Level 4 Certified	Journeyperson Level 1 Rate.

EFFECTIVE:	EFFECTIVE:	EFFECTIVE:
JUNE 1/2024	JUNE 1/2025	JUNE 1/2026
<u>(PER HOUR)</u>	<u>(PER HOUR)</u>	<u>(PER HOUR)</u>

<u>SERVICE ADVISER, Base Rate</u>	\$ 22.99	\$ 23.68	\$ 24.39
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(Lead Adviser position to be discussed / Salary or Commission plan for new experienced hires)

Service Advisor wage incentive plan to be based on the above base rate per hour with an additional 5% based on all their individual retail labour sales, plus an additional 3% of individual other labour sales, plus 0.25% of Department gross profit.

SERVICE Adviser, Trainee

3 month review	60% of Partsperson Red Seal rate
3 month review	65% of Partsperson Red Seal rate
3 month review	70% of Partsperson Red Seal rate
3 month review	75% of Partsperson Red Seal rate
3 month review	80% of Partsperson Red Seal rate
3 month review	85% of Partsperson Red Seal rate
3 month review	Commission based pay plan

(The above does not preclude early advancement to the Commission based pay plan)

SERVICE Adviser

<u>Express Attendant</u>	\$ 19.31	\$ 19.31	\$ 19.31
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(Employee may remain in this classification)

SERVICE Adviser,

<u>Express Trainee</u>	\$ 16.00	\$ 16.00	\$ 16.00
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(3 month / 6 month review)

SENIOR TOWER OPERATOR

Grandfathered	\$ 37.00	\$ 37.00	\$ 37.00
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TOWER OPERATOR

	\$ 30.00	\$ 30.00	\$ 30.00
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TOWER OPERATOR, Trainee

0 - 6 months	60% of Tower Operator wage rate
7 - 12 months	70% of Tower Operator wage rate
13 - 18 months	80% of Tower Operator wage rate
18 - 24 months	90% of Tower Operator wage rate
Thereafter	100% of Tower Operator wage rate

EFFECTIVE:	EFFECTIVE:	EFFECTIVE:
JUNE 1/2024	JUNE 1/2025	JUNE 1/2026
<u>(PER HOUR)</u>	<u>(PER HOUR)</u>	<u>(PER HOUR)</u>

<u>INSTALLER</u>	\$ 24.59	\$ 24.59	\$ 24.59
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LUBRICATION TECHNICIAN**Minimum Wage****Duty Description:**

Lube Technician duties; **oil change, tire rotations**, inspect brake pads, rotors, drums, brake lines, hoses, park brake system, basic bulb replacement, replacement of air filters, replacement of simple pollen filters, tire repair, and any additions to this list which may be agreed on during the term of this agreement between the Union and the Company.

DETAILERS

1st 6 months	\$ 17.40	\$ 17.40	\$ 17.40
	Minimum Wage to be applied		
2nd 6 months	\$ 18.59	\$ 18.59	\$ 18.59
Thereafter	\$ 21.36	\$ 21.36	\$ 21.36

<u>DETAILER SPECIALIST</u>	\$ 23.00	\$ 23.00	\$ 23.00
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The Detailer Specialist rate of pay shall be paid when an employee is installing vinyl and window tinting.

WASHERS/RUNNERS/CAR JOCKEYS

0 - 6 months	\$ Minimum Wage
Thereafter	\$ Minimum Wage, plus \$1.50 per hour

New Hires

All new Hires hired after date of ratification shall have an hourly wage rate of one (\$1.00/Hr) dollar per hour less than the listed hourly rates under Schedule "A" and "B" for a period of twelve (12) months, after twelve (12) months employment their wages per hour shall be paid as per Schedule "A" and "B". Twelve (12) months shall be calculated to the nearest month.

CLASSIFICATIONS AND WAGE RATES: SCHEDULE "B"

PARTS DEPARTMENT

Partsperson who has attained a Parts Red Seal, an additional \$0.50 per hour premium.

	<u>EFFECTIVE: JUNE 1/2024 (PER HOUR)</u>	<u>EFFECTIVE: JUNE 1/2025 (PER HOUR)</u>	<u>EFFECTIVE: JUNE 1/2026 (PER HOUR)</u>
<u>PARTSPERSON, Red Seal</u>	\$ 34.29	\$ 34.98	\$ 35.67
<u>PARTSPERSON, Red Seal "A"</u>	\$ 31.03	\$ 31.65	\$ 32.28
<u>WARRANTYPERSON</u>	\$ 25.00	\$ 25.00	\$ 25.00
<u>PARTSPERSON, Apprentice</u>			
Sign up - 840hrs, 70%	\$ 23.30	\$ 23.53	\$ 23.77
841hrs - 1680hrs,		75% of Red Seal	
Level 1 Cert. - 2520hrs,		80% of Red Seal	
2521hrs - 3360hrs,		85% of Red Seal	
Level 2 Cert. - 4200hrs,		90% of Red Seal	
4201hrs – 5040hrs,		95% of Red Seal	
Level 3, Red Seal	\$ 33.28	\$ 33.61	\$ 33.95
(The term Red Seal applies to new hires, hired in Parts Dept. after August 2017.)			
<u>PARTSPERSON, Runner</u>			
0 - 6 months	\$ 15.20	\$ 15.35	\$ 15.50
	Minimum Wage to be applied		
Thereafter	\$ 16.24	\$ 16.40	\$ 16.56
There shall be a maximum of two (2) employees employed in the Partsperson Runner position at any one time. In the event of a reduction to less than seven (7) Partspersons, the Partsperson Runner shall be laid off. The Partsperson Runner is not meant to displace the Parts Driver. The Partsperson Runner may assist in stock taking periods.			
<u>PARTS DRIVER</u>	\$ 18.52	\$ 18.71	\$ 18.90

PENSION CONTRIBUTIONS – SCHEDULE “C”

**EFFECTIVE:
JUNE 1/2024
(PER HOUR)**

<u>JOURNEYPERSON</u>	\$ 03.31
<u>APPRENTICES</u>	\$ 02.48
<u>JOURNEYPERSON “A”</u>	\$ 04.08
<u>JOURNEYPERSON “B”</u>	\$ 06.12

<u>SERVICE Adviser</u>	\$ 02.24
<u>SERVICE Adviser, Trainee</u>	\$ 01.51
<u>SERVICE Adviser, Express</u>	\$ 01.68
<u>SERVICE Adviser, Express Trainee</u>	\$ 01.51

<u>TOWER OPERATOR</u>	\$ 02.24
<u>TOWER OPERATOR, Trainee</u>	
0 - 6 months	\$ 01.51
7 - 12 months	\$ 01.51

<u>INSTALLER</u>	
0 - 6 months	\$ 01.48
7 - 12 months	\$ 01.48
Thereafter	\$ 01.85

<u>LUBRICATION TECHNICIAN</u>	\$ 01.60
0 - 6 months	\$ 01.48

<u>DETAILERS</u>	
0 - 6 months	\$ 01.54
7 - 12 months	\$ 01.54
Thereafter	\$ 01.64
<u>DETAILER, Lead</u>	\$ 01.74

<u>WASHERS/RUNNERS/CAR JOCKEYS</u>	
0 - 6 months	\$ 01.41
Thereafter	\$ 01.46

CLASSIFICATIONS AND WAGE RATES: SCHEDULE "D"

PARTS DEPARTMENT

**EFFECTIVE:
JUNE 1/2024
(PER HOUR)**

<u>PARTSPERSON, Red Seal</u>	\$ 03.19
<u>PARTSPERSON, Red Seal "A"</u>	\$ 06.25
<u>PARTSPERSON, Apprentice</u>	\$ 02.48
<u>PARTSPERSON, Helper</u>	
0 - 6 months	\$ 01.64
Thereafter	\$ 01.64
<u>PARTS DRIVER</u>	\$ 01.65

LETTER OF UNDERSTANDING #1

BETWEEN:

MAPLE RIDGE CHRYSLER JEEP DODGE

- AND -

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

This Letter of Understanding is formulated to address the growing concern around cell phone use in the workplace.

- a) It is agreed that cell phones shall not be used during working hours unless an emergency should arise.
- b) Employees shall not work on customers vehicles while on an emergency phone call.
- c) Employees shall be aloud to use their cell phones during their break periods.
- d) **Employees shall be allowed to use their cell phones during work periods, when required to do so for work purposes only.**

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

MAPLE RIDGE CHRYSLER
JEEP DODGE

FOR THE UNION:

AUTOMOTIVE LODGE 1857,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

LETTER OF UNDERSTANDING #2

BETWEEN:

MAPLE RIDGE CHRYSLER JEEP DODGE

- AND -

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

It is agreed that the Company may institute a work day/week schedule of 10 hours per day, 40 hours per week under the following terms:

1. The employees participating in this schedule will do so strictly on a voluntary basis.
2. A work week shall be four (4) days exclusive of Sunday (i.e. Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday).
3. (A) There shall be three work groups that shall rotate days of work every week, repeating the cycle every nine (9) weeks.

(B) Two (2) weeks minimum notice of shift change must be given by individuals. If notice is not given at the start of a scheduled forty (40) hour shift then two (2) weeks notice shall commence after the completion of that forty (40) hour shift.
4. Start and stop times shall be between 7:00 a.m. and 6:00 p.m.
5. Section 5 - overtime shall apply with the following provisions:

Overtime Pay shall be calculated using the hourly rates as per Schedules "A" and "B" "Wage Rates".

Shift premiums and overtime rates shall apply after ten (10) hours per day and/or forty (40) hours per week.

An employee requested to work on a day that he/she is not regularly scheduled to work shall receive the rate of time and one-half for the first ten (10) hours worked and double time thereafter.
6. General Holidays - Section 10.02 shall apply with the following provisions:

(A) When a General Holiday falls on a regularly scheduled working day the employee shall receive the day off and shall be paid for the holiday on a ten (10) hour basis. If a General Holiday falls on a regular day off, it may be taken at a later date on an alternate day or day's chosen by mutual agreement, and shall be paid for said holiday on a ten (10) hours basis. These days will be allocated on a seniority basis.

(B) Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, the employee shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at the employee's option. Such day off will be a mutually agreed day in conjunction with other days off.

7. This Letter of Understanding shall become null and void sixty (60) days after written notice of cancellation is given by either party.
8. The Company shall make every effort to pay employees working the Monday, Tuesday, Wednesday Thursday shift before they leave work at the end of their work week.

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

MAPLE RIDGE CHRYSLER
JEEP DODGE

FOR THE UNION:

AUTOMOTIVE LODGE 1857,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

LETTER OF UNDERSTANDING #3

BETWEEN:

MAPLE RIDGE CHRYSLER JEEP DODGE

- AND -

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

It is agreed that the Company may institute a Sunday work day of 7 hours per day, worked with pay for 8 hour per day under the following terms:

1. The employees participating in the Sunday shift will do so strictly on a voluntary basis.
2. A Sunday workday shall be seven (7) hours worked for eight (8) hours pay.
3. Start and stop times shall be between 9:00 a.m. and 4:00 p.m.
4. Section 5 - overtime shall apply for actual time/punch time hours beyond seven (7) hours.
5. The employee can choose the Sunday shift to be worked as an extra shift (in addition to their forty (40) hour work week) or the Sunday shift can be worked as part of the employees regular forty (40) hour work week.
6. General Holidays - Section 10.02 shall apply with the following provisions:
 - (A) When a General Holiday falls on a regularly scheduled working day the employee shall receive the day off and shall be paid for the holiday on a ten (10) hour basis. If a General Holiday falls on a regular day off, it may be taken at a later date on an alternate day or day's chosen by mutual agreement, and shall be paid for said holiday. Paid eight (8) hours for eight (8) our shift worker and paid ten (10) hours for ten (10) hour shift worker.
 - (B) Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, the employee shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at the employee's option. Such day off will be a mutually agreed day in conjunction with other days off.
7. Employees no longer volunteering to work the Sunday Shift would be required to give two (2) weeks' notice of cancelation.
8. Employees working the Sunday shift in addition to their regular forty (40) hour shift can request the Sunday off with one (1) weeks' notice as per 7 above.

9. All other conditions of the current Collective Agreement shall apply.
10. This Letter of Understanding shall become null and void thirty (30) days after written notice of cancellation is given by either party.

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

MAPLE RIDGE CHRYSLER
JEEP DODGE

FOR THE UNION:

AUTOMOTIVE LODGE 1857,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

LETTER OF UNDERSTANDING #4

BETWEEN:

MAPLE RIDGE CHRYSLER JEEP DODGE

- AND -

**AUTOMOTIVE LODGE 1857, INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

Subject: I.A.M. Labour-Management Pension Fund (Canada)

Applicable to all Classifications and Wage Rates on implementation:

- A. Commencing with the first day of JUNE, 2011, and for the duration of this Collective Agreement, the Company agrees to make payment to the I.A.M. Labour-Management Pension Fund (Canada) ("Pension Fund") for each employee performing work in a job classification covered by this Collective Agreement, as follows:
1. For all hours of portion (rounded to the whole hour) thereof for which an employee receives pay as laid out in this Letter of Understanding and remit such contributions to the Pension Fund on a monthly basis.

Pension Plan

2. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.
 3. Contributions for a new, temporary, probationary, part-time and full-time are payable from the first day of employment.
- B. The Company and Union further agree as follows:
1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
 2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of *applicable pension benefits legislation* and the *Income Tax Act* so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
 3. All contributions shall be made at such times and in such manner as the Trustees require;

and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.

4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days the Company shall be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.
- C. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
- D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

SIGNED THIS _____ DAY OF _____, 20_____.

FOR THE COMPANY:

MAPLE RIDGE CHRYSLER
JEEP DODGE

FOR THE UNION:

AUTOMOTIVE LODGE 1857,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
