



COLLECTIVE AGREEMENT

BETWEEN

BARRY CULLEN CHEVROLET CADILLAC LTD.
(Hereinafter called the "EMPLOYER")

AND

Unifor and its LOCAL 1917
(Hereinafter called the "UNION")

EFFECTIVE: NOVEMBER 27, 2022

EXPIRES: NOVEMBER 26, 2025

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	PURPOSE	5
2	RECOGNITION	5
3	MANAGEMENT RIGHTS	6
4	CHECK-OFF DUES	6
5	UNION COMMITTEES	6
6	GRIEVANCE PROCEDURE	7
7	ARBITRATION	9
8	SENIORITY	11
9	LOSS OF SENIORITY	12
10	STRIKES & LOCKOUTS	13
11	TRANSFERS OUT OF BARGAINING UNIT	13
12	PROMOTIONS	13
13	LEAVE OF ABSENCE	14
14	SAFETY & HEALTH	15
15	BULLETIN BOARDS	15
16	BEREAVEMENT LEAVE	15
17	JURY DUTY PAY	16
18	HEALTH & WELFARE	16
19	SCHEDULES	17

20	TERMINATION OF CONTRACT	17
21	SCHEDULE "A" - HOURS OF WORK	19
22	- OVERTIME	20
23	- REST PERIODS	20
24	- REPORTING ALLOWANCE	21
25	- EMERGENCY RE-CALL	21
26	- WORKING CONDITIONS	21
27	SCHEDULE "B" - HOLIDAYS	24
28	- VACATIONS	25
29	SCHEDULE "C" - CLASSIFICATION & WAGES	27
30	GENERAL	28
31	APPRENTICES	29
32	LIFE INSURANCE	30
33	PENSION PLAN (CWIPP)	30
34	PAID EDUCATION LEAVE	30
35	PARTS FOR EMPLOYEES	31
	LETTER OF UNDERSTANDING #1 MENU PRICING CHANGES	32
	LETTER OF UNDERSTANDING #2 WOMEN'S ADVOCATE	34
	LETTER OF UNDERSTANDING #3 PARTS DEPARTMENT OVERTIME	35
	LETTER OF UNDERSTANDING #4	36

LETTER OF UNDERSTANDING #5
RACIAL JUSTICE ADVOCATE

37

ARTICLE 1

PURPOSE

- 1.1 The Employer and the Union each agree that the purpose and intent of this Agreement is to promote harmony and co-operation; to recognize the mutual interest of the parties; to provide proper means through which information may be transmitted from one to the other; to set forth rates of pay, hours of work and other terms and conditions of employment as set out herein; and to set forth a procedure to be followed by the parties hereto and the employees covered by this Agreement for the expeditious and proper settlement of any dispute which may arise on the administration of the terms of this Agreement.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to these matters encompassed by this Agreement, and subject to the provisions therein, for its employees at Guelph employed in any of the job classifications set forth in this Agreement, save and except foremen, persons above the rank of foreman, office staff, salesmen and service salesmen, **co-op students** and those persons regularly employed 24 hours per week or less.
- 2.2 The classifications and rates of pay for additional positions established on payrolls of the Employer shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement. In the event there is required the establishment of new classifications as a result of technological changes and/or the use of any new type of equipment, the Employer undertakes to give to the Union 14 days prior notice of any requirement to establish such new classifications. In the event the Union considers that a new classification rate is not appropriate, it may bring the matter to the attention of the Employer and discuss such changes as it deems appropriate.
- 2.3 The Employer agrees that for the purpose of carrying on administration of this Agreement, an accredited representative of the Union shall have the right to visit the property of the Employer, provided that these visits shall not interfere with the conduct of business of the Employer, and provided further that the representative shall obtain the consent of the General Manager, or in his absence, the Department Head concerned, before visiting any property of the Employer, which consent shall not be unreasonably withheld.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it is the exclusive function of the Employer to maintain order, discipline and efficiency.
- 3.2 Pursuant to the terms of this Agreement the Employer reserves the right to hire, retire, direct, classify, transfer, promote, demote, layoff, suspend, discharge, or otherwise discipline employees for just cause subject to the right of an employee to lodge a grievance to be dealt with as hereinafter provided.
- 3.3 The Union recognizes the right of the Employer to operate and manage the business in all respects in accordance with its commitments and responsibilities. The Union further recognizes that the products and work to be serviced, and merchandised; the schedules; methods, processes; number of employees required; standards of performance; machinery and equipment; control of materials and equipment; job assignments; and the means of operation and management of the business in all respects are the sole and exclusive right of the Employer subject to the provisions of this Agreement.
- 3.4 It is also recognized that the Employer has the right to make and alter from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 4

CHECK-OFF

- 4.1 It is agreed that the Employer shall deduct from the second full pay period each month from every employee covered by this Agreement and drawing pay for that period a sum equal to the regular monthly Unifor dues and remit the total sum so deducted in the following month to Unifor Local 1917.

ARTICLE 5

UNION COMMITTEES

- 5.1 The Employer recognizes the right of the Union to elect or otherwise appoint a Union Committee and the Employer undertakes to recognize and deal with this committee. 5.2 The Union committee shall consist of not more than

four (4) employees with seniority, plus not more than two (2) National Representatives of the Union, and shall act in the preparation and negotiation of a new Collective Agreement.

- 5.3 One of the Union committee members shall be designated as Local Chairperson. The Union committee shall act on all matters pertaining to the administration of this Agreement, including the handling of all grievances.
- 5.4 No employee shall serve as a committee **person** while on leave of absence.
- 5.5 No person shall act as a committee **person** until notice of **their** appointment has been given to the Employer in writing by the Union. Any changes made shall be reported by the Union to the Employer in writing.
- 5.6 It is understood and agreed that committee **people** as well as other employees have regular duties to perform in connection with their employment. A committee **person**, with the approval of the fore**person** or immediate supervisor (which approval will not be unreasonably withheld) of the department in which **they** are employed shall be permitted during regular working hours, without loss of **their** regular hourly or pro rata rate of pay to leave **their** regular duties for a reasonable period of time to handle grievances as provided herein provided that the matter is of such nature that it requires action at that time. The right of committee **person** to leave their work during working hours without loss of pay is extended upon the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the committee **person** will punch in and punch out on **their** time card when on business, and the time taken will be approved by the Department Manager for payment. Whenever, in the opinion of the Department Manager, more than a reasonable period of time is taken by a committee **person** to handle grievances the Department Manager may decline to approve payment for such periods as he considers to be excessive.
- 5.7 On entering a department, other than the one in which **they** work, the Committee **person** servicing the grievance shall first report to the fore**person** or immediate supervisor of the department entered.

ARTICLE 6

GRIEVANCE PROCEDURE

- 6.1 An employee who feels that **they** have been unjustly treated or that any of the provisions of this Agreement have been violated shall institute a grievance as follows:

- (1) **They** shall discuss the matter with **their** committee**person**.
 - (2) The grievance shall be reduced to writing giving all available particulars of the event or events out of which the grievance arose, including the time and date of the happening.
 - (3) The grievance shall be signed by the griever and his committeeman.
 - (4) The committee**person** shall present the written grievance to the Department Manager and during any discussion of the grievance between the Department Manager and the Committee**person**, the griever shall be entitled to be in attendance.
- 6.2 It is understood that grievances must be presented to the Department Manager **or General Manager** within four (4) working days of the occurrence of the event which gave rise to the grievance **if the grievance is not presented within the prescribed time line or extended by mutual agreement, the grievance will be stale dated and iarbitrable** except in the case of a grievance regarding wages or seniority which shall have a time limit of thirty (30) days from receipt of pay or the posting of a seniority list.
- 6.3 The Department Manager shall give **their** decision in writing within four (4) working days after receiving the written grievance. If the decision of the Department Manager is not satisfactory to the Union, the Local Chair**person** shall within five (5) working days refer the matter in writing to the General Manager, or **thier** nominee, who shall render a decision, in writing within four (4) working days.
- 6.4 Should a meeting be held with the General Manager, a National Representative of the Union may be present upon the request of either party. The time of such a meeting shall be determined by mutual agreement, **the meeting must be held within 15 calendar days.**
- 6.5 If the decision of the General Manager, or **their** nominee, is not satisfactory to the Union, the matter may be referred to arbitration as provided in Article 7.
- 6.6 The time limits as provided for in this Article, may be extended by mutual agreement.
- 6.7 Any complaint or grievance including policy arising directly between Employer and the Union shall be originated by written notice within four (4) working days of the subject occurrence, if it is a single occurrence. If the reply, to be in writing within

five (5) days, is not satisfactory, a meeting at a time and place to be mutually satisfactory, the time not to exceed five (5) days, may be requested by the party grieving, and the other party shall co-operate in arranging such a meeting, to be between the Union and the General Manager **or their designate**. Failing agreement at such a meeting either party may cause the matter to be referred to arbitration as set out in Article 7. However, it is expressly understood and agreed that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thus be by-passed.

- 6.8 Any employee who has been suspended or discharged shall, if **they** so request, be permitted to have an interview with **their** Committee **person** in an office designated by the Employer before **they** are required to leave the premises.
- 6.9 Grievances involving discipline or discharge shall be presented to the employer within twenty-seven (27) working hours of such discipline or discharge, **if the grievance is not presented within the prescribed time line the grievance will be stale dated and inarbitrable**. The General Manager, or **their** nominee, will consider such grievance, and render a decision within two (2) working days after its receipt.
- 6.10 If the decision of the General Manager, or **their** nominee, is not satisfactory, the grievance may be referred to arbitration as herein provided.
- 6.11 Such special grievance may be disposed of by confirming the decision in disciplining or discharging the employee, or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

ARTICLE 7

ARBITRATION

- 7.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, refer the matter to arbitration as hereinafter provided.

- 7.2 Within ten (10) working days of the receipt of the decision of the General Manager, or **their** nominee, or after exhausting the provisions of Article 6.7, the party requesting arbitration shall notify the other party of its intention to submit the difference or allegation to arbitration.
- 7.3 The arbitration shall be by a single arbitrator who shall be chosen by the parties by agreement within ten (10) working days after such written request. If the parties cannot agree upon the arbitrator within the said period, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator, and any arbitrator so appointed shall be accepted by the parties and have jurisdiction herein.
- 7.4 Any time limits fixed by the grievance and/or arbitration procedure may be extended by written agreement between the General Manager and the Chairman of the Union Committee.
- 7.5 The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees concerned.
- 7.6 Each of the parties shall share equally the fees and expenses of the single arbitrator.
- 7.7 No person shall be selected as an arbitrator who has been directly involved in attempts to settle the grievance.
- 7.8 No grievance shall be considered that has not been carried through all the required steps of the grievance procedure.
- 7.9 The arbitrator shall not have jurisdiction to alter, change or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- 7.10 All reasonable arrangements shall be made to permit the conferring parties to have access to the premises to view the disputed operation and to confer with the necessary witnesses.
- 7.11 In any arbitration the grievance as first presented in writing to the Employer and the written decision at each stage of the grievance procedure in respect thereof shall be presented to the arbitrator and his decision shall be confined to deciding the issue therein set out.

- 7.12 In the case of any grievance being processed under the grievance procedure, each stage in such procedure up to and including the reference to appoint an arbitration board shall be taken within the time limits prescribed herein or the grievance will be deemed to have finally been abandoned provided however, that the grievance may be withdrawn from the procedure without prejudice to either party.

ARTICLE 8

SENIORITY

- 8.1 Seniority shall be by occupational classification by Department as follows:
- (1) Class A Technicians,
 - (2) Class B Technicians Painter and Trimmers
 - (3) Parts Department employees including Parts Distributor, Counter Attendant and Parts Truck Drivers.
 - (4) Apprentices
 - (5) All other employees.
- 8.2 A new employee shall be considered as a probationary employee until **they** have acquired seniority status. The retention of probationary employees shall be solely at the discretion of the Company, and there shall be no responsibility for the re-employment of a probationary employee who is laid-off or discharged. A probationary employee who is discharged may discuss the matter with the Department Manager but the discharge shall not be taken up through the grievance or arbitration procedure.
- 8.3 A new employee shall acquire seniority status when **they** have been **actively employed** for sixty (60) calendar days. **Their** name shall then be placed on the appropriate seniority list as of date of last hire.
- 8.4 The names and seniority dates of regular full-time employees will be listed under their respective job classifications in order of seniority, and be brought up to date in January and July of each year. A copy to be forwarded to the Local Chairman. Copies of the seniority list will be posted on the Union Bulletin Boards. (See also Article 6.2 relating to Grievances on Seniority).

- 8.5 In cases of layoff and recall, preference shall be given according to seniority always provided that such preference shall be contingent on an employee's ability to perform the work to be done according to normal standards and reasonable time allowance.
- 8.6 In the event of call back if the next **person** eligible is not available temporary or junior employees may be used to fill the vacancy pending the availability of the senior qualified employee.
- 8.7 It is understood and agreed that temporary and part time employees will not be engaged if there is a laid-off employee available for duty, willing to accept the work, and able to perform the work, according to normal standards and reasonable time allowance.

ARTICLE 9

LOSS OF SENIORITY

- 9.1 Seniority status shall be broken and **their** employment deemed to be terminated and the employee's name removed from the seniority list for any of the following reasons:
- (a) if the employee quits.
 - (b) if the employee is discharged and such discharge is not reversed through the grievance procedure.
 - (c) if the employee is absent from work without leave for three (3) consecutive days without notifying the Company, unless reasons satisfactory to the Employer for such absence are given to the Employer on his return to work.
 - (d) if the employee fails to answer a recall to work within seven (7) days of the receipt of a registered letter to **their** last know address on record with the Company.

NOTE It is the employee's responsibility at all times to keep the Company and the Union advised as to **their** correct home address and telephone number.

- (e) if the employee is not recalled to work within one (1) year from the date of **their** last day of work before lay-off.
- (f) if the employee accepts other employment while on leave of absence except for medical reasons approved by the Company.

- (g) if the employee fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

ARTICLE 10

STRIKES AND LOCKOUTS

- 10.1 During the term of this Agreement the Unions agrees it will not call, authorize, encourage or support any strike, and the Company agrees there will be no lockout. The words "strike" and "lockout" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act, 1995.

ARTICLE 11

TRANSFERS OUTSIDE THE BARGAINING UNIT

- 11.1 If an employee who has acquired seniority status is or has been transferred to an occupation not covered by this Agreement, or to a supervisory position, he shall continue to accrue seniority for a period of one (1) year. If an employee is subsequently transferred back to an occupation covered by this Agreement he shall retain his prior seniority plus the time (up to one (1) year) spent outside the bargaining unit and continue to accrue seniority thereafter.

ARTICLE 12

PROMOTIONS

- 12.1 In the event new jobs are created or permanent vacancies occur, the following procedure will apply:
- 12.2 The job will be posted for three (3) working days so as to give employees with seniority the department concerned an opportunity to apply.
- 12.3 If no applications are received from the department concerned, employees from other departments shall be considered for the position.

- 12.4 If two or more applications are received, the Company shall consider the skill ability and physical fitness of the applicants. As between two of relatively equal standing seniority shall govern.
- 12.5 If in the opinion of the Company none of the applicants is qualified then the job may be filled by appointing some present employee to the job or from outside labour sources. If in the opinion of the Union all of the relevant facts have not been considered, then the matter may be subject to the grievance procedure.
- 12.6 An employee transferred in accordance with the above procedure shall commence working in the seniority group to which he has been transferred as a junior **person**, and shall remain as such for a period of one (1) year only insofar as preference for appointment to positions carrying a higher rate of pay, but not for lay-offs or vacation purposes.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 The Company may grant written leave of absence without pay to any employee for a legitimate purpose or reason.
- 13.2 Any person who is absent with such written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during his absence.
- 13.3 Employees who are absent due to illness or accident or are injured in the service of the Company will be granted sick leave upon proof of continued inability to work. Seniority shall continue to accrue throughout the leave. The Company reserves the right to request a medical examination of the employee by **an independent medical examiner agreed to by the company**.
- 13.4 The Company shall grant leave of absence for union business without pay to not more than two (2) employees for periods of time not in excess of three (3) weeks in each calendar year, provided the granting of such leave does not interfere with the work load as it may from time to time exist.
- 13.5 Where such leaves are for summer school, conferences or conventions, the Union will give at least one (1) week's notice of the necessity of such leave, and seniority shall accrue as set out in Article 14.4.
- 13.6 Paid holidays falling within a granted leave of absence will not be paid for.

- 13.7 The Company shall grant leave of absence without pay and without loss of seniority to any employee who is elected or employed to serve on a full-time basis with the Union, provided, however, that such a leave of absence shall not extend beyond one (1) year. However, any such leave of absence could, with the consent of the Company, be extended by yearly intervals.

ARTICLE 14

SAFETY AND HEALTH

- 14.1 The Employer and the employees agree to co-operate in maintaining adequate standards of safety, health, sanitation and working conditions in the shop. Such standards to be in conformity with those laid down by the relevant legislation.
- 14.2 The Employer undertakes to provide adequate and necessary equipment to maintain these standards.
- 14.3 The Company and Union agree to appoint a safety committee at least one (1) Company Employee each division and one (1) Union Member from each Division (Service, Part, Collision) and said Committee will meet and tour each division at least once a month. **One (1) union member of the H&S committee will be required to attain "Certified" status.**

ARTICLE 15

BULLETIN BOARDS

- 15.1 Adequate bulletin board facilities will be supplied by each Employer upon which the Union can post notices. Subject matter of such notices will pertain to educational recreational and social activities sponsored by the Union including notices of union meetings and elections.
- 15.2 Before posting all notices shall be approved by the Department Manager.

ARTICLE 16

BEREAVEMENT ALLOWANCE

16.1 The Employer agrees to allow employees leave of absence, without loss of pay, up to five (5) consecutive regular working days in the event of a death of a parent, spouse or child.

The Employer agrees to allow employees leave of absence, without loss of pay, up to three (3) consecutive regular working days in the event of a death in the immediate family (sister, brother, mother-in-law, father-in-law), provided the time is required to look after funeral arrangements or family needs.

16.2 The Employer agrees to allow employees leave of absence without loss of pay, for one (1) working day in the event of the death of an employee's sister-in-law, brother-in-law or grandparents.

16.3 It is understood such allowance with pay will apply only to days on which the employee would normally be required to work. Payment will be made at the employee's basic rate of pay provided the employee attends the funeral.

ARTICLE 17

JURY DUTY PAY

17.1 Employees summoned for jury duty will be paid the difference between payment for such services received from the court and the sum which would have been earned had a normal shift been worked on the following basis: flat rate workers - their flat basic rate; straight time workers, their regular hourly rate.

17.2 Such payment will only be made if:

- (a) The employee has given the Company prior notice of such jury duty call.
- (b) The employee presents proper evidence that jury duty has been performed and/or the employee has reported for jury duty.
- (c) The employee will report back for work two (2) hours after being excused from jury duty provided this would enable him to report during his regular work day or the start of his shift the next day.

ARTICLE 18

HEALTH AND WELFARE

- 18.1 The Employer agrees to pay fifty percent (50%) of the total cost of an agreed to group insurance plan, provided that the balance of such cost, i.e. fifty percent (50%) is paid by the employees through authorized payroll deductions. The standard of coverage shall not be changed, except by mutual agreement, unless such change is the result of action by the Insurance Co.
- 18.2 **The employees must be contributing the equivalent of 100% of the LTD and STD premium, which may require the employee to pay more than 50% of the entire plan premium.**
- 18.3 **These benefits include:**
- Health Insurance
 - Life Insurance
 - Weekly Indemnity (STD)- Maximum weekly indemnity will change
 - Long Term Disability (LTD)- 67% of Base Rate Up to \$24,000
 - Maximum monthly benefit of \$2,000
 - Must apply for C.P.P and Disability Benefit
- 18.4 **The employer will provide a basic Dental Plan, with a twenty percent (20%) deductible. Effective January 18, 2011 the plan was amended to include a nine (9) month recall and a \$1,500 yearly maximum per participant.**
- The employer will pay 100% of the premium associated with dental provided the employee is contributing to the overall plan by an amount that is equal to 100% of the LTD and STD in order to comply with the CRA tax rules.**
- 18.5 **A copy of this plan shall be made available to each employee.**

ARTICLE 19

SCHEDULES

- 19.1 Attached hereto and forming part of the Agreement are the following schedules:
- Schedule "A" Hours of Work, Overtime & Working Conditions
 - Schedule "B" Paid Holidays and Vacations
 - Schedule "C" Job Classifications and Wages

ARTICLE 20

TERMINATION

- 20.1 This Agreement shall continue in effect until November 26, 2025 and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, it shall continue in effect from year to year thereafter.

- 20.2 Notice that amendments are required or that either party intends terminating the Agreement must be given not sooner than ninety (90) days and not later than thirty (30) days prior to the termination of the contract.

- 20.3 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days of receipt of amendments and/or changes.


The terms of this Agreement shall remain in full force and effect until a new agreement is reached or the parties have complied with the conciliation procedure of the Ontario Labour Relations Act, whichever comes first.

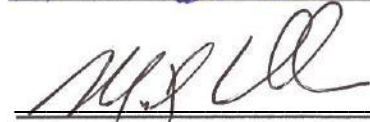
- 20.4 It is understood that during any negotiations following upon notice of termination or notice of amendment either party may bring forward counter-proposals arising out of or related to the original proposals.


Dated at Guelph, Ontario this 21st day of December, 2022.

SIGNED ON BEHALF OF:

Barry Cullen Chevrolet Cadillac Ltd.







Unifor and its Local 1917









SCHEDULE "A"

HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

ARTICLE 21

HOURS OF WORK

- 21.1 The regular weekly schedule of working hours shall consist of forty-two (42) hours each week as follows:
- Eight and one-half (8 ½) hours per day between the hours of 8:00 a.m. and 5:00 p.m. Monday to Thursday inclusive.
- Eight (8) hours between the hours of 8:00 a.m. and 5:00 p.m. Friday.
- 21.2 a) Open Saturday (8 to 4, one half hour (½ hr) lunch) Service and Parts. No Technician would have to work more than one Saturday in four. Parts Manager will be included in Saturday shift rotation in Parts Department.
- b) Weekly guarantee raised from 75% to 85% for Tech "A" when we open Saturdays. This increase would only remain in effect as long as we were open on Saturdays (see 26.06)
- c) Employee will have an alternate day off of employee's choosing within the same pay period. No employee will be forced to work more than one (1) in four (4) Saturdays. The parties have agreed in principle that employees working a Saturday will be allowed to have the following Friday off in order to provide a three day long weekend. This agreement is conditional on the parties working out the details to mutual satisfaction and in compliance with any applicable legislation.
- 21.3 The starting time shall be the same on all days of the week unless agreed upon between the Employer and the Union.
- 21.4 The lunch periods shall be of one half (½) hour's duration.
- 21.5 The above hours are stated solely for the purpose of calculating overtime and are not to be construed as a guarantee of, or as a restriction on the number of hours to be worked.

- 21.06 The Employer and Union agree to average an employee's hours of work over separate, non-overlapping adjoining periods of two (2) consecutive weeks to determine the employee's entitlement, if any, to overtime pay.

ARTICLE 22

OVERTIME

- 22.1 All time worked in excess of an employee's regularly assigned working hours shall be considered as overtime and paid for at the rate of time and one-half times the hourly rate for hourly-rated employees, and time and one-half times the pro rata rate for salaried employees.
- 22.2 Except as hereinafter provided, employees required to work on Sundays shall be paid at the rate of double time (twice the hourly or pro rata rate) for all work so performed.
- 22.3 Exceptions to the above rule are those employees whose regularly assigned work week includes service on Sundays and other exceptions as may be mutually agreed to between the Employer and the Union.
- 22.4 It is understood that in allotting overtime, such overtime will be distributed on a rotating basis as is practicable, amongst regular full-time employees who normally perform the work.
- 22.5 To be paid for overtime, it must first be authorized by the employee's immediate supervisor, and initialed by **them** after it is worked.
- 22.6 All employees may be required to complete jobs under progress at straight time rates when the job will take one half hour or less to complete after regular hours, or if the job could have been completed, by reasonable standards, during normal working hours.

ARTICLE 23

REST PERIODS

- 23.1 The Employer shall designate one rest period in each half-day shift, not to exceed fifteen (15) minutes each.

ARTICLE 24

REPORTING ALLOWANCE

- 24.1 An employee reporting for work who is not permitted to punch in, without having been told in advance not to report, will be given four (4) hours work at **their** regular rate or be paid four (4) hours' pay in lieu of work.
- 24.2 This shall not apply if the lack of work is caused by a power failure, or other conditions clearly beyond the control of the Employer.

ARTICLE 25

EMERGENCY RE-CALL

- 25.1 An employee who has punched out and left the shop and is recalled to do emergency work shall be paid a minimum of two (2) hours' pay at time and one-half, or, if worked for a longer period, time and one-half for all time worked.

ARTICLE 26

WORKING CONDITIONS

- 26.1 The Foreman or the Department Manager will be the judge of work not properly performed. If negligence or faulty workmanship is proven and it is necessary to redo the work, and/or do additional related work the employee who performed the original work will be required to do the necessary corrective work without further compensation except for pro rata payment based on any recovery made by the Employer. If the employee who performed the original work is unavailable to do this comeback work it will be assigned to another employee in the same classification who will be paid for the work at normal rates and these costs will be charged back to the original employee and deducted from his pay. Notwithstanding the above, there shall be no charge against the employee for parts.
- 26.2 In the event that a vehicle comes to the painter that has not been properly metal finished, the painter will refer the matter to the Department Manager who will have the metal finisher properly finish the job before the painter does the refinish.

- 26.3 Any new parts received by a body**person** from the stockroom in a damaged condition shall be repaired by the body**person** at **their** regular hourly rate. The employee doing the work will punch the time card when starting on the job and punch off when the repair is completed. The time for such repairs will be established by the Body Shop Fore**person**. In the event of any dispute the Department Manager will render the decision as to time allotment.
- 26.4 Employees shall receive payment at the hourly rate for consultation with the customer when such consultation is requested by the Department Manager. Payment shall be made on the same basis for diagnostic labour which is not part of a flat rate pay job.
- 26.5 The distribution of preferred flat rate jobs shall be as equal as possible between employees to whom such work is normally assigned.
- 26.6 Effective 1 February, 1993, the weekly guarantee for employees working on flat rate system shall be 75% of their recorded average weekly gross pay for the weeks in the preceding calendar year for which they earned pay, adjusted to the current hourly rate. The total gross earnings shall be established from T4 forms.
- In determining the above guarantee for new hires, it is understood that their initial guarantee will be determined following six (6) months of employment including probationary period. In subsequent years, guarantee will be determined once new hire has twelve (12) months of income on T-4.
- In the event employees are off work for over six (6) months, it is agreed that the parties will meet to discuss guarantee in order to insure guarantee is fair for employee as well as dealership. Such meeting will include affected employee and at the request of either party, the Unifor National Representative.
- 26.7 Notwithstanding any of the above, no change in the method of payment (from hourly rate to flat rate) shall be made during the life of this Agreement until after discussions have been held between the Employer and the Union.
- 26.8 In the interests of customer relations, each employee will have his bench and surrounding floor space clean and free of all tools and equipment (except equipment in use or parts removed from a vehicle) at the end of each shift. His air line and drop light must be stored in a clean condition.
- 26.9 The cost of coveralls and shop coats, where such are required, and the cost of cleaning, shall be borne by the Employer. Where uniforms are required as a condition of employment, the original cost, and cleaning shall be borne equally by the Employer and the Employee. Any alternate apparel to the above, shall be

worn only with the approval of the Employer, and the cost thereof shall be borne entirely by the employee.

- 26.10 The Employer will provide, at no cost to the employee, Fire and Theft Insurance to a maximum of \$20,000.00 on the employee's tools, while such tools are left on the Employer's premises, and subject to the terms of the policy and subject to the insurability of the employee. The exact amount of insurance coverage provided each employee shall be in accordance with a properly evaluated inventory of his tools, to be provided to the Employer. The coverage shall be effective following the necessary interval to arrange such coverage following submission of the above-mentioned inventory.
- 26.11 Employees covered by this Agreement shall be paid weekly.
- 26.12 Employees on flat rate shall be paid on the flat rate hour system according to the utilized flat rate manual, or on the basis of the number of hours charged to the customer, whichever is the greater. Flat rate time shall be considered to include those provisions described in the flat rate manuals issued by the major motor vehicle manufacturers. Where there is no basis for establishing flat rate time the employee shall be paid at the hourly rate. Flat rate time for Body and Paint Shop jobs shall be the time used in the estimate, except for exact operations covered by the flat rate manual utilized by the Employer, subject to the provisions of Article 5 of this Agreement.
- 26.13 **Any employee working within their own trade must be approved by the General Manager.**
- 26.14 To receive pay for work done the mechanic must punch on and off the work order and/or time card, provided that the work order and/or time card is available to the mechanic before such work is began.
- 26.15 Effective January 18, 2011 the Employer will compensate employees for time spent completing courses outside of working hours as long as it is pre-arranged with the Department Manager.

Effective January 18, 2011 the Employer will pay for license renewals. Not the original license or any penalties.

SCHEDULE "B"

ARTICLE 27

PAID HOLIDAYS AND VACATIONS

27.1 All employees will receive eight and half (8 ½) hours Monday through Thursday and eight (8) hours on Friday or in accordance with the E.S.A., whichever is greater at the rate of their position for each of the following statutory holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

Afternoon (12:30 to 5:00pm) of the day before Christmas. If there is a holiday taken before Christmas day the ½ day will be determined in discussion between the union and the company.

27.2 Employees required to work on any of the above statutory holidays except Christmas Day, will be paid at the rate of double time (two times the hourly rate or pro rata rate) plus the regular day's pay for the holiday. Employees required to work Christmas Day will be paid triple times (three times the hourly or pro rata rate).

27.3 **When any of the above-mentioned holidays fall on a Saturday or Sunday, the day observed will be determined in discussion with the union and company or follow the day observed by the government.**

27.4 To receive pay for any of the above mentioned holidays, an employee must have worked his regular scheduled hours on the day immediately prior to and following the day of the holiday, unless granted specific leave of absence for such days.

27.5 If a holiday falls within the period of an employee's vacation, the Employer will grant another day off with pay, by mutual agreement with the employee concerned. Failing mutual agreement the day may be banked and used as sick leave at some future time.

27.6 An employee shall not receive pay for the holiday if **they** have agreed to work on such holiday and fails to report without reasonable cause.

ARTICLE 28

VACATIONS

28.1 Each employee shall be entitled to a vacation with pay, its length to be determined as follows:

- (a) Employees with less than one (1) year's service as of July 1st in any year shall be given vacation with pay in accordance with the Employment Standards Act.
- (b) If employed more than 12 months but less than 5 years prior to July 1st in any year, a vacation of two (2) weeks.
- (c) If employed more than 5 years but less than 10 years prior to July 1st in any year, a vacation of three (3) weeks.
- (d) If employed more than 10 years prior to July 1st in any year, a vacation of four (4) weeks.
- (e) If employed more than 25 years prior to July 1st, in any year, a vacation of five (5) weeks (effective 1989).

Effective November 27, 1999 , if employed more than 20 years prior to July 1st in any year, one additional days vacation with pay for each year of service over 20 years, to a maximum of five weeks.

28.2 Vacation Pay shall be calculated as follows and payout will continue as per current practice.

- (a) Employees with more than 12 months of employment, but less than 5 years' of employment prior to July 1st of any calendar year, 4% of total earnings for the twelve month period preceding July 1st.
- (b) Employees with more than 5 years employment, but less than 11 years' prior to July 1st of any calendar year, 6% of total earnings for the 12 month period preceding July 1st.
- (c) Employees with more than 10 years employment prior to July 1st on any calendar year, 8% of total earnings for the 12 month period preceding July 1st.
- (d) Employees with more than 25 years employment prior to July 1st, on any Calendar year, 10% of total earnings for the 12 month period preceding July 1st (effective 1989).

- 28.3 Time off duty on account of bona fide illness, injury, or to attend union or committee meetings with leave of absence from the Employer, not exceeding a total of sixty (60) days in any calendar year, shall be included in the computation of employment for vacation purposes.
- 28.4 An employee retired, discharged, deceased, or who leaves the employ of the Employer of **their** own accord, except where the employee has less than ninety (90) days' service, shall be paid for any unused period of vacation calculated to the date of his leaving the Employer.
- 28.5 An employee having been awarded **their** annual vacation will not be recalled to work except in case of an extreme emergency, in which case **they** will be paid at the rate of double time for all time so worked, unless the employee agrees to such recall.
- 28.6 Vacations will be scheduled during the summer months by the Employer, giving preference in order of seniority. Employees entitled to three (3), four (4), or five (5) weeks' vacation may be required to take the third, fourth or fifth weeks at another time.

SCHEDULE "C"

ARTICLE 29

The classifications included in Article 29 Schedule "C" will remain in effect unchanged for the duration of the collective agreement. Changes may only be made upon mutual agreement between the Company and the Union.

JOB CLASSIFICATION & WAGES

	Current Wage	Effective 27-Nov-22	27-Nov-23	27-Nov-24
CL No 1				
Technician "A"	33.71	34.72	35.76	36.83
Technician "B"	27.79	28.62	29.05	29.49
Painters	27.79	28.62	29.48	30.36
CL No 2				
Parts Dept Employees				
up to 1yr	16.38	16.87	17.38	17.90
1 to 2 yrs	17.71	18.24	18.79	19.35
2 to 3 yrs	18.90	19.47	20.05	20.65
Over 3 yrs	20.05-21.80	20.65-22.45	21.27-23.12	21.91-23.81
CL No 3				
Parts Drivers and Lot people	12.94	13.32	13.72	14.13
CL No 5				
Lube Rack	13.67	14.08	14.50	14.13
CL No 7				
Drive Clean/Goodwrench	13.86	14.27	14.70	15.14
CL No 8				
New Car Cleanup/Car Wash/ Car Jockey	13.66	14.07	14.49	14.92

All employees receiving more per hour than the rate stated in the Collective Agreement Schedule AC@ will receive the negotiated increases on their current rates.

Bonus Structure for Tech "A" as follows:

- **Grand Master Gold + \$1.00 per hour**
- **Grand Master Specialist (3 available categories) + \$0.75 per hour**
- **Grand Master General- + \$0.25 per hour**

GM's Tech Guild Program Rules will be followed to determine qualification.

**** If a tech decides to move to a Specialist Category, the company will count this as qualified in year 1. January 31st will be the date to determine category qualification.**

Bonus Structure for Tech "B" as follows:

- **ICar Certified- + \$0.75 per hour**

ARTICLE 30

GENERAL

- 30.1 The Employer will provide employees Two Hundred **and fifty** Dollars (\$250.00) towards safety boot allowance, once per year with receipts. Receipts provided must be within the contract period.
- 30.2 The Employer will provide employees **two** Hundred and **twenty-five** Dollars (\$225.00) for prescription safety glasses every two years. Receipts provided must be within the contract period.
- 30.3 The Employer will provide employees, a Two Hundred and Fifty Dollar (\$250.00) Vision Care Plan per family member every two years. The cost of eye exams every 2 years will be subsidized to a maximum of **one hundred Dollar \$100.00**. (This subsidy is in addition to the vision care eyeglass \$250.00 subsidy.) Receipts provided must be within the contract period.
- 30.4 The Employer will provide a basic Dental Plan, with a Twenty Percent (20%) deductible. Effective January 18, 2011 the plan will be amended to include a nine (9) month recall and a \$1,500.00 yearly maximum per participant.
- 30.5 The Employer to provide a tool allowance of **six** Hundred Dollars (\$600.00) upon receipts for Technicians A and B and Painters payable 1st of June each year. Receipts provided must be within the contract period.

Starting the second year of their apprenticeship, apprentices will receive 100% of the tool allowance each year.

Effective the 2010-2013 collective agreement the total tool allowance for the 3 year term can be accessed by the Technicians at any time. This amount may be accessed in total or in part up to the three maximum. Notwithstanding this allowance, in the event that a Technician leaves the employ of the Company for any reason during the term, they will be required to reimburse the Dealership for any used tool allowance drawn forward from upcoming years.

Company will provide Nitro Gloves to employees who need them for work. Should the employee need an alternate or specialty glove for any reason it will be their responsibility.

For new hires the tool allowance will be pro-rated and the availability of the full tool allowance will not be available until the 2nd year of employment.

30.6 Long Term Disability:

Coverage: - 67% of Base Rate up to \$24,000.00
- Maximum monthly benefit \$2,000.00
- Must apply for C.P.P. Disability Benefit

Premium: - to be split 50/50

30.7 Weekly Indemnity: - Maximum weekly indemnity will change from \$533.00 to \$448.00, which will be tax free.

The W.I. and LTD will be tax free, which may require the employee to pay more than 50% of the premium.

The employees have to pay premium equal to 100% of the premiums for W.I. & LTD in order for it to qualify for Tax Free benefit.

30.8 Dealership to provide a meal allowance of up to **twenty Dollars \$20.00** with receipts for employees attending school training if meals are not provided with course.

31.0 APPRENTICES

-50% of Technician Rate
After one year **of service in the apprentice role** - +\$1.00 per hour
After two years **of service in the apprentice role** - +\$1.00 per hour

After third year **of service in the apprentice role** - +\$1.00 per hour
After fourth year **of service in the apprentice role** - +\$1.00 per hour
After fifth year **of service in the apprentice role** - +\$1.00 per hour

NOTE: The word "service" in this article shall mean service with any Employer in the classification governing his employment, provided the employee can provide proof of such service, and demonstrate his ability to perform the work according to reasonable standards.

32.0 LIFE INSURANCE

It is hereby agreed between the Management of Barry Cullen Chevrolet Cadillac Ltd. and the Employees, members of the UNIFOR Local 1917, effective November 27, 2000, all single employees will be covered for Twenty Five Thousand (\$25,000.00) Dollars Group Life Insurance and all married employees will be covered for Fifty Thousand (\$50,000.00) Dollars Group Life Insurance. These amounts will be negotiable in future contracts. These life insurance limits will become part of our employee benefit plan which at present is paid 50% by the Employer and 50% by the Employees.

33.0 PENSION PLAN (CWIPP)

Employer agrees to pay one dollar and twenty-**five** cents (\$1.25) per hour based on a 42 hour work week for all Bargaining Unit Employees into the Canada Wide Industrial Pension Plan. The payment will continue for up to 26 weeks while an employee is off work on W.I. or W.C.B.

34.0 PAID EDUCATION LEAVE:

"The Company agrees to pay into a special fund one cent \$0.01 per hour per employee for all clocked hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Fund
115 Gordon Baker Road
Toronto, Ontario, M2H 0A8

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave."

35.0 PARTS FOR EMPLOYEES

Parts will be made available to employees at dealer cost plus 10% for use on personal vehicles provided the employee pays cash **or debit**. Employees not paying cash **or debit** the current practice will continue.

Letter of Understanding #1

Between

Barry Cullen Chevrolet Cadillac Ltd

And

Unifor and its Local 1917

Menu Pricing “changes bolded” as agreed 2019 Contract

Goodwrench Work Pay Schedule

Service	Pay Hours
LOF	0.3
LOF/Rotate	0.6
Tire Rotation w/Dual Wheels	0.7
Semi-Annual Service	0.7
Brake Service	0.6(per axle) 1.1(all)
Brake Fluid Flush	0.8
Bumper to Bumper Inspection	0.6
Cooling System Service	0.8
Emmision Service	0.4
Fuel Injector Service	0.7
Fuel System Service	0.1
Power Steering Flush	0.6
Brake Pad Replace	1.3
Brake Shoe Replace	1.5
Brake Pad +Machine Rotor	1.8
Brake Shoe + Machine	1.8
Throttle Body + Intake Clean	0.6
Tire Mount + Balance	5 for 2 / 1.0 for 4
Transmission Service	0.8
Trans. Service + Remove Exhaust	1.5
Wheel Alignment - Front	0.8
Wheel Alignment - 4 Wheel	1.0
HD 2500/3500 Trucks/Vans	
Brake Service - per axle	1.0(per axle) 2.0(all)

Brake Pads Replace	2.0
Brake Pad + Machine	2.6
Pads + Rotors Front	2.0
Pads + Rotors Rear w/ Full Floating	4.0
Truck front pad and Rotor with studs removal	3.0
Diesel Fuel Filter 2014 and up	1.0
Cruzes diesel fuel filter	1.0
Diesel Oil Change both cars & trucks	0.5
Transmission Service 8 & 10 Speed	3
Semi-Annual panel vans dual wheels (gas)	1.2
Semi-Annual panel vans dual wheels (diesel)	1.5
Park brake Calibration	.3

Letter of Understanding #2
Between
Barry Cullen Chevrolet Cadillac Ltd
And
Unifor and its Local 1917

Women's Advocate

The Dealership agrees that if and when a female is hired into a union position, the employer will assign a female management support person to work jointly with the Unifor Women's Advocate from the bargaining unit. The employer understands that the role of the employer is to provide the Women's Advocate with training, support and adequate resources to effectively fulfill her role as Women's Advocate.

Letter of Understanding #3

Between

Barry Cullen Chevrolet Cadillac Ltd

And

Unifor and its Local 1917

Parts Department Overtime

Barry Cullen Chevrolet agrees to pay overtime to a parts employee who works Saturday and can not take a lieu day in the current or following pay period due to staffing shortages. This will also apply when a statutory holiday or a pre-planned weeks' vacation falls in the following pay period. Overtime will not be paid or may be charged back in the event of an unscheduled/unplanned absence in the following pay period or if the employee was able to take a lieu day but chose not to.

Letter of Understanding #4
Between
Barry Cullen Chevrolet Cadillac Ltd
And
Unifor and its Local 1917

Institute a “working group” from the Body Shop staff, to participate in meetings to discuss equipment, facilities, parts inventory etc.

Letter of Understanding #5

Between

Barry Cullen Chevrolet Cadillac Ltd

And

Unifor and its Local 1917

Racial Justice Advocate

- 1. In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this agreement.**
- 2. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.**
- 3. The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.**
- 4. A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized workers whose role in the workplace will include:**
 - Listening;**
 - Providing support to Black, Indigenous and racialized members including concerns related to racial discrimination and racial violence;**
 - Assisting with racial justice initiatives;**
 - Promoting access to community culturally appropriate services;**
 - Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;**
 - Networking with allied organizations and local community partners.**
- 5. Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the Union, if in agreement, will submit a leave of absence request for approval by the human resources department and such approval shall not be unreasonably withheld.**