

COLLECTIVE AGREEMENT

BETWEEN



GUS BROWN BUICK GMC LTD.

(THE "COMPANY")

- AND -



UNIFOR AND ITS LOCAL1090

(THE "UNION")

NOVEMBER 1, 2023 TO OCTOBER 31, 2026

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ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to provide collective bargaining between the Company and the Union and to establish and maintain satisfactory working conditions, hours of work and wages, for all employees subject to the provisions of this Agreement. To secure prompt and equitable disposition of grievances and to prevent interruption of work and interference with the efficient operation of the Company's business including quality service and customer satisfaction.

ARTICLE 2 RECOGNITION AND DEFINITIONS

2.01 In accordance with the certification issued by the Ontario Labour Relations Board on May 23, 1984, the Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions for its employees in the bargaining unit of Gus Brown Buick GMC Ltd. in Whitby, Ontario save and except foremen, persons above the rank of foremen, office, clerical and sales staff, service writers, tower operators and students.

2.02 The Union will not engage in union activities during working hours or hold meetings on the premises of the Company without the permission of management.

- 2.03** For the purposes of this Agreement, the terms, "employee" or "employees" shall mean those persons employed by the Company for whom the Union is the recognized bargaining agent in 2.01
- 2.04** For the purposes of this Agreement, "management" is defined to include the Fixed Operations Manager, Service Manager, the Body Shop Manager and the Parts Manager.
- 2.05** For the purposes of this Agreement, "Service Management" is defined to include the Fixed Operations Manager, Service Manager and the Assistant Service Manager.
- 2.06** Where the masculine pronoun is used in this Agreement it shall mean and include the feminine pronoun where the context applies and vice-versa.
- 2.07** For the purposes of this Agreement and employee benefits, "spouse" shall be defined to include common law and same sex spouse.

ARTICLE 3 UNION SHOP AND COMPULSORY CHECK OFF

- 3.01** All current, new and probationary employees of the Company, shall, as a condition of employment, become and remain members in good standing as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees will be required to sign an

application for membership and authorization for check off of union dues and initiation fees, supplied by the Union to the Company.

- 3.02** The Local Union copy of this form will be completed within one (1) week of the employees hire and forwarded to the Local Union Financial Secretary at the time of dues remittance.
- 3.03** All deductions shall be made from the first pay of each month.
- 3.04** All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within twenty (20) working days of the month following the deductions, along with a list of names and the amount of each deduction.
- 3.05** The Company will also supply a list of those members who did not have union dues deducted and the reason why no deduction took place.
- 3.06** The Company will include on each employee's T4, the amount of union dues deducted, excluding initiation fees

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01** The Union recognizes the right of the Company to hire, promote, transfer, demote and lay-off any employees; to maintain order, discipline and efficiency in its operation; and to suspend, discharge or otherwise discipline any employees for just cause,

subject to the right of the employee to lodge a grievance in the manner and to the extent as herein provided.

4.02 The Union further recognizes that the location of operations, the schedules, methods, processes and means of operation and the operation and management of the business in all respects is the sole and exclusive right of the Company.

4.03 The Company has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 5 REPRESENTATION

5.01 The Union shall elect or otherwise appoint, and the Company shall recognize the following union representatives, who together shall form the Union Committee. The allocation and jurisdiction of these representatives shall be the responsibility of Unifor Local 1090, unless otherwise provided in this Article.

- (a) One (1) Union Chairperson
- (b) One (1) service department representative
- (c) One (1) parts department representative
- (d) One (1) body shop department representative

- 5.02** In the circumstance where the Union cannot find a representative from a department, the role can be filled from another department. In no circumstance will greater than two (2) representatives come from the same department.
- 5.03** The Union Committee will meet with the Company on a Quarterly basis. The purpose of these meetings is to discuss and resolve grievances and other matters that either party may raise. The Company shall supply the meeting room during regular working hours.
- 5.04** There shall also be one alternate member to the Union Committee when any of the four (4) regular members are absent from the shop. No employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. The Union shall furnish the Company with a list of current union representatives. The Company shall be advised immediately by the Union of any changes to this list.
- 5.05** Union Committee members, as well as other employees, have regular duties to perform in connection with their employment. A Union Committee member shall be permitted to leave his/her regular duties for a reasonable period of time to handle grievances and/or complaints. The Union Committee member will not suffer a loss of pay during this time. Prior to leaving the department, a Union Committee member will first obtain the permission of his supervisor. This permission will not be unreasonably withheld. The right of Union Committee members to leave their work during working hours without loss of pay is extended on the understanding that the time will be devoted to the prompt handling of

grievances and/or complaints, and will not be abused. A Union Committee member will punch out and punch in on his/her clock card when on union business and the time taken will be approved by the Service Management for payment. Whenever, in the opinion of the Service Management, more than a reasonable period of time is taken by a Union Committee member the Service Management may decline to approve payment for the periods he considers to be excessive.

- 5.06** If a member of the Union Committee is required to conduct union business during lunch hours or after regular business hours, he or she will be paid at one and a half times his or her regular rate.
- 5.07** The Company shall recognize a Negotiating Committee which shall be comprised of the Union Committee, the President of UNIFOR Local 1090 or his designate and a National Union Representative. The Company will provide the Union Committee up to 24 hours (total at regular rate) pay for the purpose of preparation matters relating to collective bargaining. These hours are outside of the regular working hours of the Negotiating Committee.
- 5.08** A National Representative and/or the President of Local 1090 or his designate may be present and participate in any meeting of the Union Committee with the Company. The Union Chairperson or designate will also be allowed to meet with the National Representative and the President of Local 1090 for one (1) hour prior to the meeting with no loss of wages.

ARTICLE 6 SENIORITY

- 6.01** An employee will be considered on probation and will not be placed on the seniority list until after he/she has worked for a total of sixty (60) days, including part worked days. Upon completion of the probationary period the employee's seniority will be back dated to his original date of hire. The retention of a probationary employee shall be at the sole discretion of the Company.
- 6.02** The seniority list shall be posted on the Union bulletin board. The seniority list will be updated every six (6) months and a copy of the list will be provided upon request to the Chairperson.
- 6.03** An employee's name shall appear on the seniority list as of his/her respective date of hire.
- 6.04** When it is necessary to reduce the work force, seniority will be the guiding factor so long as employees exercising seniority are able, willing and skilled to do the work which is available. When recalling employees to work after layoff, the reverse of this procedure shall be followed.
- 6.05** For temporary lay-offs that would otherwise reduce junior employees, seniority employees in the specialty skill group to which the lay-off applies, may volunteer to accept the lay-off under the following:
- (a) An employee with seniority who has accepted a volunteer lay-off will remain on lay-off up to 30 calendar days, unless there is a need to increase the work force, and seniority permitting.
 - (b) Remain on lay-off up to 60 calendar days providing such employees have given notice to

the Company of their intention to remain on lay-off status on expiry of the first 30 calendar days and providing there are no other employees on lay-off.

- (c) All employees must accept recall when there are no longer any employees with seniority on lay-off and a recall is necessary.
- (d) In the event of a temporary lay-off, as above, volunteers shall be canvassed by seniority in their specialty group

6.06 In the event of an indefinite lay-off, the Employment Standards Act will apply. Notice will be given to the Chairperson and the employees affected.

6.07 The Company will notify the Chairperson, or in his absence another Union Committee member, and the employee(s) who are to be temporarily laid off by 12:00pm noon the day before the temporary layoff is to take effect. When a temporary layoff is necessary and Service Management fails to provide the notice, the employee will be paid four (4) hours pay, at his/her normal rate

6.08 Whenever the application of the above seniority provisions appear to be impractical exceptions to the provisions may be mutually agreed to between the Company and the Union.

6.09 Bargaining unit employment and seniority status shall be broken 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 the discharge is not reversed through the grievance procedure.
- (c) If the employee is absent from work without leave for five (5) consecutive working days without notifying the Company within the first three (3) days of the absence (where reasonably possible) and without satisfactory explanation to the company.
- (d) If the employee fails to answer a recall to work within five (5) working days of receipt of a registered letter to his/her last known address on record with the Company. It is the employee's responsibility at all times to keep the Company and the Union advised as to his correct home address and telephone number.
- (e) If an employee is laid off for two (2) consecutive years.

6.10 For the purpose of layoffs, Union Committee members will have top seniority in their area and the Chairperson will have top seniority in the shop subject to their willingness, ability and skill to do the work available.

ARTICLE 7 WAGES AND WAGE ADMINISTRATION

7.01 (a) A committee consisting of the Fixed Operations Manager, or Service Manager, Shop Foreperson and a Technician will be formed and meet as needed to discuss the training needs of the Service Department and each individual Technician.

(b) Body Shop Technicians/Painters will receive \$1.00 per hour for all hours produced when the employee produces seventy (70) hours or more in a week.

NUMBER	CERTIFIED SERVICE TECHNICIAN	FLAT RATE TIMES
1	LOF	0.5
2	ROTATE TIRES	0.5
3	2500/3500 Oil Change	0.7
4	ROTATE AND BALANCE 4 WHEELS	0.9
5	BRAKE INSPECTION	0.5
6	TIRE REPLACE AND BALANCE	0.4
7	NITROGEN FILL	0.5
8	TIRE REPAIR-PATCH	0.5
9	COOLING SYSTEM FLUSH	1.0
10	POWER STEERING FLUSH	1.0
11	AIR FILTER (MOST GM VEH)	0.3
12	DRIVE BELT (Book Time)	Minimum 0.5
13	ENGINE SHAMPOO	0.5
14	TRANSFER CASE SERVICE	0.5
15	STANDARD TRANSMISSION	0.5
16	BATTERY REPLACEMENT (FROM)	0.5
17	Wiper Blades	0.2
18	LICENCE PLATE BRACKET	0.3
19	REPLACE BULBS Time)	Minimum 0.3
20	POLLEN FILTER REPLACEMENT	0.3
21	MUD FLAPS (2)/MUD FLAPS (4)	0.5/1.0
22	TRANSMISSION SERVICE 10 SPEED	3.7
23	TRANSMISSION FLUSH	0.6
24	TRANSMISSION SERVICE	1.3

25	DIFFERENTIAL SERVICE	0.8
26	SEMI-ANNUAL INSPECTION	0.5
27	EXHAUST SYSTEM REPLACEMENT	VARIABLES
28	Front Brakes Without GDS	1.5
29	Rear Brakes Without GDS	1.5
30	Front and Rear Brakes Without	3.0
31	Front Brakes With GDS	2.0
32	Rear Brakes With GDS	2.0
33	Front and Rear Brakes With GDS	3.5
34	Rust Module	0.5

Note: The 0.5 brake inspection will be paid regardless of the work being performed or not

If an employee in a higher rated classification performs Goodwrench work, he shall be paid the higher rate of pay while performing that work.

CLEANUP RATES		
#	SERVICE	FLAT TIME RATE
1	PDI	Present Practice
2	FOR NEW CAR DELIVERY	1.3 hours flat rate against straight time whichever is
3	FOR STOCK	1.0 hour flat rate against straight time whichever is
4	CAR WASH- CUSTOMER	Flat rate
5	USED VEHICLE CLEANUP	- 0.5 hours quick wash - 1.0-hour quick cleanup - 4.0 hours complete

GENERAL TECHNICIAN OIL CHANGES

Technicians will receive 0.4 hours, if required to complete an oil change under the following circumstances:

If the vehicle requires further work which is normally performed by Goodwrench employees, all such work, including the oil change, will be performed by Goodwrench employees.

The above is only in the event that there is not a Goodwrench employee available to do the oil change.

From time to time a Goodwrench may be required to perform an oil change in a licensed technician's bay on a multi-line order.

PAY CHEQUES

Pay cheques will be provided by 5:00 p.m. Thursday on a weekly basis. Company will pay the technicians weekly on the condition that there will be a one (1) week lag in payment. All employees shall be paid weekly through direct deposit.

The Company agrees that a manager will work with the payroll department regarding the issue of including details of guarantee bank hours, reporting allowance and other discrepancies on pay cheques.

TECHNICIANS GUILD EXAM

The Technicians Guild exam bonus will be paid through the payroll or, if instructed, the Company will pay it into an RRSP.

Mechanics will be able to do PDI's where they have vacant time available where PDI work is available, providing the mechanic

stays above the zone average on the monthly and year-to-date reports on C.S.I.

From time to time, the Company may get backed up with PDI's. During these periods, the Company may ask for volunteers to work additional hours at the regular rate provided that the Company makes easy access to the keys and vehicles.

Each employee is expected to clean his stall at the end of each shift.

7.02 (a) If an apprentice enrolls in the GM ASEP, their wage progression is as follows:

Starting rate or upon completion of one (1) intake, fifty-five percent (55%) of a Technician's base rate or the Goodwrench rate, whichever is greater.

Completion of two (2) intakes	Sixty-five percent (65%)
Completion of four (4) intakes	Seventy-five percent (75%)
Completion of six (6) intakes	Eighty-five percent (85%)
Completion of eight (8) intakes	Ninety-five percent (95%)
Upon License Attainment	One Hundred percent (100%)

The Employer agrees to reimburse the employee for the total cost of each of the intakes as they are successfully completed.

The purpose of this program is to advance the skills and knowledge of Gus Brown Buick GMC Limited employees in the course of their employment. Employees will be required to maintain their employment by the Employer for twenty-four (24) months from the date they attain their license. Should an employee, who receives reimbursement through this program, end their

employment before the twenty-four (24) month period, the Employer will be entitled to recover all reimbursements from the employee's final pay cheque. The Employee will be required to sign an irrevocable waiver permitting this deduction from their final cheque.

7.02 (c) APPRENTICE

By mutual agreement an apprentice can go on flat rate earlier.

If an Apprentice is used in Goodwrench during his first year he will receive the Goodwrench rate or fifty-five percent (55%) of a technician's base rate, whichever is greater.

If an Apprentice is used in Goodwrench during his second year he will receive the Goodwrench rate or seventy-five percent (75%) of a technician's base rate, whichever is greater.

If an Apprentice is used in Goodwrench during his third year he will receive the Goodwrench rate or ninety-five percent (95%) of a technician's base rate, whichever is greater.

An Apprentice must go into the Shop for his 3rd and succeeding years.

% of Technician Base Rate

Year 1	(55%) straight time
Year 2	(75%) straight time
Year 3	(95%) of licensed technician flat rate

7.03 CAR GOLD SEAL COURSE

Upon completing Gold Seal status, a one-time bonus of five-hundred dollars (\$500), less deductions required by law, shall be paid to the employee. Bonus shall not be repayable if Gold Seal status is lost.

7.04 Technician Status Bonus

Service Technicians will be paid an annual bonus who hold each of the following statuses:

- | | | |
|------|-------------|--------------------------------------|
| i. | Grandmaster | One-Thousand dollars (\$1000.00) |
| ii. | Master | Five-Hundred dollars (\$500.00) |
| iii. | Skilled | Two-hundred fifty dollars (\$250.00) |

7.05 GM CERTIFIED PRE-OWNED PROGRAM & CUSTOMER PAY

The following rates apply when a Service Technician performs a safety inspection under the GM Certified Pre-Owned Program or where a customer is paying directly for a safety inspection on the following class of vehicles:

- | | | |
|------|------------------------------------|-----------|
| i. | Cars, SUVs, and 1500 series trucks | 1.5 hours |
| ii. | 2500 series trucks or higher | 2.2 hours |
| iii. | Dual rear-wheels and cube vans | 3.2 hours |

ARTICLE 8 TRANSFER OUTSIDE BARGAINING UNIT

8.01 An employee transferred to a position outside the bargaining unit who is transferred back to the bargaining unit will only be credited with the seniority they have acquired while in the bargaining unit. Employees transferred outside the bargaining unit may choose to transfer back into the bargaining unit anytime during the first six (6) months since they left the bargaining unit. When transferring back into the bargaining unit, an employee shall exercise his seniority over the most junior employee whose job they are able to perform. The provision is applicable one (1) time only and any further transfer will result in the employee losing all previous seniority.

ARTICLE 9 PROMOTIONS

9.01 Promotions shall be based on seniority, skill and ability and the efficient operation of the Company. The employee with the greatest seniority shall be given preference provided he or she has the skill and ability to perform the required work.

9.02 Permanent job vacancies shall be posted on the Service Department Bulletin Board for five (5) full working days. Employees may apply for same to Service Management on forms which will be supplied by the Company on request.

- 9.03** Applications will be carefully considered and be granted or refused on the basis stated in Section 9.01 above. If the applicants are denied their request to fill the vacancy, they will be given the reasons within a further period of three (3) full working days after the vacancy has been filled.

ARTICLE 10 SAFETY AND HEALTH

- 10.01** The Company and the Union will co-operate in maintaining the highest standards of safety, health, sanitation and working conditions in the shop in accordance with the Ontario Occupational Health and Safety Act. The Company shall comply with the Occupational Health and Safety Act, 2009, its regulations and environment legislation and its regulations in effect on the effective date of this Agreement, as minimum standards.
- 10.02** The Company will provide adequate and necessary equipment to maintain these high standards. It is the responsibility of employees to maintain work stations and follow safety procedures.
- 10.03** Employees must wear protective safety equipment when provided by the Company in order to be allowed to work. Employees presently receiving pants and shirts or overalls will receive a clean change per day and it is understood that they must be worn while working.
- 10.04** Employees must follow the proper procedures for the handling of used oil and the separation of contaminants.

- 10.05** In each year of the Agreement the Company will provide one (1) pair of approved safety shoes or boots to each seniority employee. The maximum safety footwear allowance will be as follows; Year 1 (\$225), Year 2 (\$225), Year 3 (\$225). The General Service Manager will arrange for the issuing of the footwear. Safety boots or shoes must be worn on the job. Employees must provide a receipt indicating proof of purchase.
- 10.06** If an employee requires a second pair of safety boots in the year, the request shall be made to his/her Department Manager who shall grant the request provided there is a valid reason.
- 10.07** All safety problems are to be reported to the Department Manager as soon as they become apparent. If no action is taken within two (2) working days, the matter shall be referred to the General Manager. Monthly inspections are to be made by the Joint Health and Safety Committee (JHSC). JHSC meetings are to be held quarterly.
- 10.08** At least one (1) worker representatives on the JHSC shall be a "certified" representative. Certification training (Basic and Advanced) will be provided by the Workers Health and Safety Centre. The Company will pay the full cost of the training including registration and materials for the program. In addition, the Company will provide a leave of absence with pay at his/her regular hourly rate, for the worker representative to attend the training.
- 10.09** The Company will provide lot attendants and porters with winter coats for the performance of their duties and which must be worn.

- 10.10** Lot attendants and car porters will be permitted to wear cargo style, Company approved, shorts from April 15 to October 15 of each year. The shipper/receiver is also permitted to wear approved shorts during periods when performing outdoor duties. The employee will be responsible for the purchase and maintenance of the shorts. The Company and Union may agree to extend the time period as stated above if it is reasonable to do so.
- 10.11** An employee inflicted with a work-related injury or medical emergency during working hours is to be paid the balance of their shift as a result of the injury or medical emergency from which they were sent home or received medical attention.
- 10.12** The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person, or the environment, and that signs are posted in the workplace advising them of this right. If a worker exercises his/her right to refuse he/she shall notify the supervisor and a worker representative of the Joint Health and Safety Committee. The refusing worker shall stand by in a safe place and participate fully in the investigation of the hazard. At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused. The Union Co-Chairperson or alternate shall fully participate in the investigation at every stage. The Union Co-Chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker which shall be implemented by the Company.
- 10.13** No employee shall be discharged, penalized, coerced, intimidated, or disciplined for acting in compliance with

the Occupational Health and Safety Act, its regulations and codes of practice and environmental laws, regulations, or codes of practice. No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice. For the employee who refuses work in accordance with this Article and all employees affected by the refusal, and any direction, there shall be no loss of pay, seniority or benefits during the period of refusal.

ARTICLE 11 BULLETIN BOARD

11.01 Three (3) bulletin boards will be supplied by the Company. One (1) in the lunchroom, one (1) in the lower shop, and one (1) in the body shop, upon which the Union can post notices approved by Service Management. These notices will pertain to educational, recreational and social activities, sponsored by the Union, including notices of union business, meetings and elections.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01** The grievance procedure provided herein is among the most important matters in the successful administration of the Agreement. The Company and the Union therefore agree that any matters or complaints raised by an employee covered by the terms of this Collective Agreement, regarding interpretation, application, administration or alleged violation of this Agreement may be submitted as a grievance.
- 12.02** All time limits referred to in the grievance procedure shall be deemed to mean "working days".
- 12.03** No grievance shall be considered where the circumstances giving rise to it became known or should have been known more than (10) working days before the filing of the grievance.
- 12.04** Pre-Step (Verbal): An employee having a complaint will first take the matter up with his or her supervisor within 5 working days of the event giving cause to the complaint. The employee and the supervisor will meet in order to attempt to settle the complaint before filing a grievance. At the request of the employee, a Union Representative will be present during this discussion. If a settlement cannot be reached, the employee, through the Union, may proceed with filing a grievance at Step 1 of the grievance procedure.

STEP 1:

The grievance will be in writing, on forms provided by the Union. The grievance will be presented to the supervisor

or designate within 10 working days (which includes the Pre-Step Verbal) of the event giving cause to the grievance. The grievance should state the nature of the grievance, the applicable Article(s) alleged to have been violated, and the remedy sought. The grievance should be signed by the employee and a Union Representative. The supervisor will meet with the Union Representative within five working days following receipt of the written grievance. If mutually agreed, the grievor may be in attendance at this meeting. The supervisor will give a written reply to the Union within five working days following the Step 1 meeting.

STEP 2:

If the matter is not resolved at Step 1, the Union may, within five working days after receiving the written answer from the supervisor or designate, present the grievance in writing to Service Management or designate. Service Management and the Union Representative will meet and attempt to resolve the matter. If mutually agreed, the grievor may be in attendance at this meeting. Service Management will render his or her decision, in writing, within five working days of receipt of the grievance.

STEP 3:

If the matter is not resolved at Step 2, the Union may present the grievance to the President or designate within five working days of receiving the written decision from Service Management or designate. The Union and the Company will meet within five working days of the presentation of the grievance at Step 3. The Union Grievance Committee will attend for the Union. In addition, the President of Local 1090 or designate and the UNIFOR National Representative may attend, as

determined by the Union. The President or designate, General Manager and Service Management will attend for the Company. The Company will provide a written decision to the Union Chairperson or designate within five working days of the meeting. Failing the resolution of a grievance at Step 3 of the grievance procedure, either party may refer the matter to arbitration.

ARBITRATION

- 12.05** The party having carriage of the grievance shall request arbitration of the grievance by giving notice, in writing, to the other party within ten (10) working days from the delivery of the decision in Step 3. If a request for arbitration is not given with the ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to the Agreement, and upon the employee involved.
- 12.06** Disputes which are carried to arbitration shall be heard before a single arbitrator.
- 12.07** The Union shall, in the notice of intent to proceed to arbitration, suggest three (3) names to serve as arbitrator. The Company shall respond within ten (10) days by either agreeing to a name provided by the Union or by suggesting alternative names.
- 12.08** If the parties fail to agree upon an arbitrator within 14 calendar days from the date of the notice of intent, then the Minister of Labour for Ontario shall appoint an arbitrator at the request of either party.

- 12.09** Any time limit fixed by the grievance and/or arbitration procedure may be extended by the written agreement of the President and the Chairperson.
- 12.10** The decision of the arbitrator shall be final and binding on the Company, the Union and the employee or employees concerned. Each of the parties shall share equally the fees and expenses of the arbitrator. No person shall be selected as an arbitrator who has been directly involved in attempts to settle the grievance. 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.
- 12.11** The arbitrator shall have jurisdiction in respect of a grievance involving suspension or discharge of an employee to modify such penalty if, in the opinion of the arbitrator, it is just and reasonable to do so.
- 12.12** An employee appearing before an arbitrator on the hearing of his grievance shall be paid by the Company, at his regular rate, for time so spent provided the grievance is allowed. This shall apply only for those hours that the employee otherwise would have been scheduled to work.
- 12.13** Time limits in this Article may be extended only by mutual agreement between the Company and the Union.

POLICY GRIEVANCE

- 12.14** A policy grievance shall commence at Step 2 of the grievance procedure and may be filed by the Union or by the Company.
- 12.15** A policy grievance is defined as one which alleges:
- (a) Incorrect interpretation, application or administration of the Agreement.
 - (b) Other action which may affect the collective interests of the bargaining unit or the Company;
 - (c) A breach of an announced or existing policy of the Company concerning benefits or rights established under this Agreement.
- 12.16** If the parties fail to agree upon an arbitrator, within 14 calendar days from the date of the notice of intent, then the Minister of Labour for Ontario shall appoint an arbitrator at the request of either party.
- 12.17** The above provisions shall not be used to by-pass the normal grievance procedure.

SUSPENSION AND DISCHARGE GRIEVANCES

- 12.18** When the Company intends or contemplates disciplinary action against an employee, the Company will provide notice to the employee and the union representative within three (3) working days of the alleged violation becoming known to the Company. The alleged violation is to be put in writing and a copy given to the union representative.

- 12.19** Upon receipt of the alleged violation in writing, the union representative may request a postponement of disciplinary proceedings for a period up to 24 hours, for the purpose of investigating the alleged violation. The employee shall remain at work until the conclusion of the proceedings.
- 12.20** This shall not apply when the alleged violation may endanger the safety of themselves or other employees, or be a nature that it would be inadvisable to retain the employee at the workplace. When such action is considered, the Company will notify the appropriate union representative without delay.
- 12.21** A discharge or disciplined employee may present a grievance in writing through the Union Committee to the Management within three (3) working days of discipline or discharge. Management will consider the grievance and render a decision within two (2) working days after its receipt.
- 12.22** If the decision of Management is not satisfactory to the Union, the grievance may be referred to arbitration as provided in this Agreement.
- 12.23** The grievance may be disposed of by confirming Management's decision in discipline 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 reasonable in the opinion of the conferring parties or the arbitrator.
- 12.24** For the purpose of discipline, all discipline letters will be removed from an employee's file after a one (1) year period providing there has been no re-occurrence within

a twelve (12) month period. Infractions for serious harassment or violence in the workplace (Bill 168) shall be removed from an employee's file after twenty-four (24) months.

ARTICLE 13 HOURS OF WORK AND GUARANTEE

13.01 The regular hours of work for day shift employees shall consist of five (5) shifts of eight (8) hours commencing from 7:00am to 9:00am start time.

General I Goodwrench I Parts and Body Shop Hours of Operation.

Monday to Thursday inclusive:	7:00 a.m. to 6:00 p.m.
Friday:	7:00 a.m. to 5:30 p.m.
Saturday	8:00 a.m. to 1:00 p.m.

The Company reserves the right to open at 7:00am if operational needs require it. The Tuesday through Saturday schedule will be staffed based on seniority.

The Company may use part-time employee(s) up to twenty-four (24) hours per week regularly including Saturday and extend those hours to fill other requirements providing the Company does not use part-timers to displace the existing complement of full-time employees.

Saturday work will be assigned as follows:

Step 1: The Company will canvass for volunteers (once every 3 months) and will set up a working schedule for Saturdays.

Parts Department Saturday Schedule

There shall be a rotating Saturday schedule for all Saturdays with the exception of the Civic Holiday and Labour Day. This was requested by the Union and the Company agreed with the Union's request that the two (2) Saturday's in question shall be staffed either by volunteers or in the event there were no volunteers, it shall default to the lowest seniority employee.

- 13.02** An eight (8) hour day shift schedule provides for a one (1) hour unpaid lunch period.
- 13.03** The Company may revise work schedules depending on business conditions.
- 13.04** Employees who are unable to report for their regularly scheduled shift, on time, must call the Service Manager or designate at least one-half ($\frac{1}{2}$) hour before the beginning of the shift on days and at least one (1) hour before the beginning of the night shift.
- 13.05** On the day shift, there shall be two (2) rest periods not to exceed fifteen (15) minutes each. One in the first half of the shift and one in the second half of the shift. On the night shift. There will be three (3) rest periods of fifteen (15) minutes.

Daily Reporting Allowance and Weekly Guarantee:

13.06 An employee reporting for work for an eight (8) hour shift shall receive at least four (4) hours work at his/her regular rate or be paid four (4) hours pay in lieu of work, or a combination of thereof. If the employee is given shop work to do and refuses, or does not carry out the shop assignment, he will not be paid reporting allowance and could be sent home with no pay. In order to qualify, the employee must be at work and ready to work for the entire shift.

13.07 In addition, the technician must be clocked in and ready to work five (5) hours of each day of the work week in order to qualify for the 25-hour weekly guarantee on a normal work week. In a week with only four (4) working days, the weekly guarantee will be twenty (20) hours and the technician must be clocked in and ready to work for five (5) hours on each of the working days. On a slow day, enough technicians will remain to accommodate potential incoming work as determined by Service Management. The guarantees aforesaid shall be subject to the following conditions:

- (a) The employee must have served his/her probationary period.
- (b) Technicians must be on time, dressed for work and punched in to qualify for the weekly guarantee. Violation of any of the above infractions more than one (1) time disqualifies the technician from receiving the guarantee for that week unless the employee can provide an acceptable reason for the infraction to the Company.

- (c) Failure to clock in or punch out without having verification of hours worked by the Department Manager or designate on a given day shall result in referring back to the last available punch time on the time card.
- (d) The punched time repairing comebacks shall be removed from the technician's weekly clocked hours for the guarantee calculation subject to the employee's ability to have the discrepancy verified.
- (e) Technician efficiency will be reviewed on a weekly basis. Low performers will be monitored on a continued basis and continued low performance may be addressed by the Company with progressive discipline.
- (f) It is understood, that if a flat rate technician draws their guarantee twice in one (1) month, and that individual's shop efficiency is lower than the average of their group's average efficiency, the Union and the Company will meet with the employee to determine the cause and to rectify the situation. (see Item (e))
- (g) The terms of this section will not apply where the Company is prevented from providing work to any employee or group of employees because of fire, flood, explosion, strike or other circumstances beyond the control of the Company.
- (h) The Department Manager or designate has the authority to grant permission for the employee to leave if no work is available. This will not affect the employees weekly guarantee provided the employee's clock card is signed by his/her Department Manager or designate granting permission.

- (i) The Department Manager or designate will not send technicians home to avoid paying the weekly guarantee.
- (j) The Company will distribute work in a fair and equitable manner. Service advisors will seek the approval of Service Management or designate when pre-assigning work orders. The Company and the Union Committee will meet on a monthly basis to monitor work distribution. Disputes arising over the distribution of work will be discussed at these meetings prior to the filing of a grievance. If a satisfactory resolution cannot be reached within seven (7) days of the meeting, the matter may be referred to Step 2 of the grievance procedure.

13.08 Additional Supplemental Hours- A maximum of fifty (50) supplemental guarantee hours are available for each technician in each year of the Agreement. Technicians can draw to a maximum of 90% of clocked hours in a given week. Unused hours are not bankable and expire at the end of each contract year. In order to qualify for the supplemental hours an employee must be 90% efficient over the course of the previous 4 week period. Efficiency is based on actual time punched onto a job.

13.09 Performance Incentive Bonus:

- i. A service technician who produces forty-four (44) hours in a regular work week will qualify for an additional \$2.00 per hour. A service technician who produces thirty-six (36) hours in a shortened work week will also qualify for an

additional \$2.00 per hour. The bonus will be paid in the week the hours are produced.

- ii. A Goodwrench technician who produces forty (40) hours in a regular work week will qualify for an additional \$1.00 per hour. A Goodwrench technician who produces thirty-two (32) hours in a shortened work week will also qualify for an additional \$1.00 per hour. The bonus will be paid in the week the hours are produced.

13.10 Notwithstanding the above, employees wishing to leave early must so advise the Service Manager or designate.

13.11 Shop meetings will be held on the third Thursday of each month.

13.12 The regular weekly twenty-five (25) hour guarantee applies for employees working Saturdays.

13.13 From time to time, the Company may get backed up with PDI's. During these periods, the Company may ask for volunteers to work additional hours at the appropriate rate provided that the Company makes easy access to the keys and vehicles.

ARTICLE 14 PAID HOLIDAYS

14.01 For the purposes of this Agreement, the following are paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and the day before Christmas Day, New Year's Eve Day.

14.02 These days will be celebrated on:

	2023	2024	2025	2026
New Year's Day		January 1	January 1	January 1
Family Day		February 19	February 17	February 16
Good Friday		March 29	April 18	April 3
Victoria Day		May 20	May 19	May 18
Canada Day		July 1	July 1	July 1
Civic Day		August 5	August 4	August 3
Labour Day		September 2	September 1	September 7
Thanksgiving		October 14	October 13	October 12
Christmas Eve	December 24	December 24	December 24	
Christmas Day	December 25	December 25	December 25	
Boxing Day	December 26	December 26	December 26	
New Year's Eve	December 31	December 31	December 31	

NOTE:

2023 - Christmas Eve observed on Friday December 22, 2023
 Sunday December 31, 2023, observed on Monday Jan 1, 2024

2024 - New Years Day observed on Tuesday January 2, 2024

14.03 If a paid holiday falls on a weekend, the Company will recognize it on either the preceding Friday or the following Monday.

14.04 Any employee with seniority shall be paid at his/her straight time rate for such holidays without being required to render service subject to the following;

- (a) The holiday shall be paid, regardless of the day on which it falls;
- (b) The employee must have worked his last scheduled day prior to and following the holiday unless he/she has been granted leave of absence in writing by the General Service Manager for either the day before or after the holiday;
- (c) If a holiday falls within the period of an employee's vacation, he/she shall be granted another day off with pay immediately after his/her vacation or be granted one (1) additional day's pay in lieu. The employee must notify the Company of his/her intentions before proceeding on vacation.
- (d) If an employee is required to work on the day of the holiday, he/she shall be paid at the rate of time and one-half (1.5X) his/her straight time rate for hours provided in addition to statutory holiday pay.

14.05 Notwithstanding 14.04(b) above, an employee will be paid for a holiday if he/she is placed on layoff or is on a certified leave of absence due to illness during the month in which the paid holiday falls.

14.06 For employees who work 10-hour shifts, they will be entitled to receive 10 hours pay for a holiday subject to the terms of this Article.

ARTICLE 15 VACATIONS WITH PAY

15.01 Employees will be entitled to vacations and vacation with pay on the following basis:

Up to one year	- 1 week vacation with pay	-4%
1 year but less than 5 years	- 2 weeks' vacation with pay	-4%
5 years but less than 10 years	- 3 weeks' vacation with pay	-6%
10 years	- 4 weeks' vacation with pay	-8%

An employee with greater than fifteen (15) years of seniority as of July 1, 2010 is eligible for five (5) weeks of vacation with pay (10%) upon attaining twenty (20) years of seniority.

15.02 Earnings in this vacation pay section shall mean total earnings in the year ending June 30th and shall include any payments from WSIB for time lost from work. Vacation bank shall be on paycheques.

15.03 An employee who voluntarily terminates his/her employment will be paid vacation pay based on the above schedule.

15.04 All eligible employees must take their vacation allowance between July 1st and June 30th of the following year.

15.05 Problems which may arise with respect to vacation scheduling will be discussed by the Company with the Union Committee.

15.06 Tax on vacation pay will be deducted as per federal income tax regulations.

- 15.07** Employees shall have the option of deferring all or part of their vacation pay, otherwise paid out in the first (1st) week of July, until such time as requested by the employee.
- 15.08** Employees wishing to defer vacation pay must inform the Company in writing prior to the last pay period in June.
- 15.09** Employees wishing to receive, all or part of, their deferred vacation pay, must give the Company at least one (1) week advanced notice.
- 15.10** Any deferred vacation pay must be paid out by the end of the current vacation year.
- 15.11** Employees will not be permitted to accumulate vacation pay from year to year.
- 15.12** An employee who enters onto sick benefits during all or part of their scheduled vacation shall have the opportunity to reschedule the portion of their vacation interrupted by the sick leave, to a maximum of five (5) weeks.
- 15.13** Vacation schedule requests will be supplied to employees by April 1st. Employees will fill out the requests and return them to the Company by April 15th. The Company will determine entitlements and post the schedules by May 1st.
- 15.14** Seniority applies to the first two (2) weeks of the vacation. If vacation requests are late, seniority does not apply.

- 15.15** An employee on approved vacation will not be required to work Saturday or Sunday of that week.

ARTICLE 16 TIME TICKETS

- 16.01** Time tickets and pay slips will not be left on benches; they will be handed to each employee or put in his/her tool box the following working day. Straight time hours and reporting allowance will be included on the final time tickets every Monday.
- 16.02** Debit notations will be attached to the work order within thirty (30) days in the case of customer pay and within forty-five (45) days of job completion. Prior to any debit being deducted an explanation will be furnished by Service Management or a person of equal or higher authority.

ARTICLE 17 OVERTIME

- 17.01** All work performed by an employee in excess of his/her forty (40) regular working hours shall be paid for at the rate of time and one-half his hourly rate or flat rate. Time worked on Sundays shall be paid at double time.
- 17.02** Exception to Article 17.01 is all flat rated employees unless they are required to work in excess of two (2) hours beyond the normal working day to finish an existing repair.

ARTICLE 18 TIME ALLOTMENTS

- 18.01** The basis of time allotments for the work performed will be current General Motors flat rate manual for the particular year and model for warranty work or the agreed upon accepted industry time guide for customer pay.
- 18.02** Warranty claim work, when mutually recognized to be grossly inadequate, will be reassessed by the Service Management and adjusted accordingly.
- 18.03** In circumstances where combinations and/or overlaps reduce the time allotment and are missed by the Service Advisor, adjustments may be made by Service Management within a period of thirty (30) days in the case of customer pay and within forty-five (45) days in the case of warranty of the completion of the work performed. An explanation will be furnished by Service Management.
- 18.04** Notwithstanding 18.01 above, when special menu pricing is to be offered to customers, the technicians will meet with Service Management in advance to review what is to be done, the pricing and the time allotments for the technicians. A union representative will be involved in these meetings.

ARTICLE 19 BEREAVEMENT ALLOWANCE

- 19.01** The Company agrees to allow employees a leave of absence to attend the funeral, without loss of pay, of up to five (5) consecutive regular working days in the event of a death in the immediate family (spouse, mother, father, sister, brother, child or step child). The Company will allow up to two (2) consecutive regular working days, without loss of pay, for attendance of the funeral of a mother-in-law, father-in-law, and grandparent, grandparent of spouse, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew.
- 19.02** Additional time (without pay) may be allowed under appropriate circumstances if agreed to by the Company and the Union. (Example long distance travel)
- 19.03** The Employer will allow employees to defer and/or split a portion of their bereavement leave to attend a funeral, celebration of life, memorial or other service that would otherwise fall outside of the original consecutive days of bereavement.

ARTICLE 20 JURY DUTY

- 20.01** Employees summoned for jury duty will be paid the difference between payment for such services received from the court and their regular straight time wages had a normal shift been worked up to a maximum payment of 15 working days.

ARTICLE 21 PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 21.01** All employees covered by this collective agreement are entitled to take any statutory leaves in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- 21.02** An employee who intends to resume employment following a statutory leave shall advise the Company in writing one month before their expected date of return. On their return to work, they will be reinstated to their position if it still exists or to a comparable position if it does not.
- 21.03** Seniority continues to accrue during all statutory leaves.
- 21.04** An employee on statutory leave continues to participate in the benefits listed under Appendix "A". The Company shall continue to make its contributions for those benefits for as long as the employee is entitled to the statutory leave, unless the employee fails to make their required contributions, if any, to such plans.

OTHER LEAVES OF ABSENCE

- 21.12** The Company will make every effort to grant personal leaves of absence based on sufficient employees being available.
- 21.13** Employees will notify the Company and apply for personal leaves of absence in writing at least five (5) days

in advance of the date such leave would take effect. The Company will advise the employee of its answer in writing within two (2) working days. If the Company does not respond within such two (2) working days, the leave of absence will automatically be granted.

- 21.14** Any employee with seniority elected or appointed to union office or selected for other union activities by the National Union, The Ontario Federation of Labour, Canadian Labour Congress and I or Local Union, shall be granted a leave of absence for a period of one (1) year with extension privileges provided however, that such employee shall renew their leave of absence annually.
- 21.15** At any one time, one member of the bargaining unit selected by the Union to attend education courses will be granted a leave of absence without pay for up to twenty (20) days of class time including travel time. This leave of absence will be intermittent over a twelve (12) month period from the first day of leave.
- 21.16** The Company will grant upon the request of the President of the Local Union permission for up to two (2) union members in total to leave for union business without pay providing such request is given with at least three (3) days advanced written notice. In an emergency, where it not possible to give three (3) days' notice, such permission will not be unreasonably withheld.
- 21.17** Seniority, benefits and pension shall accumulate during the period of any approved leave of absence.

ARTICLE 22 GENERAL CLAUSES

- 22.01** Each technician will be required to write and submit each Annual Technician Guild examination offered by General Motors.
- 22.02** The Company shall make reasonable provisions for the safety, sanitation and health of the employees.
- 22.03** Protective devices and other equipment for the purpose of protecting employees from injury shall be provided by the Company in sufficient quantity.
- 22.04** The Company will keep up-to-date labour time guide information available for technicians consistent with GM requirements.
- 22.05** All employees who are required by the Company to wear coats, overalls, pants or shirts, will have them supplied at no charge. The cleaning of these garments shall also be paid for by the Company.
- 22.06** The Company will pay for the wages of the Union Committee members lost due to time spent in negotiations with the Company including conciliation at regular straight time hourly rates. Lost time wages will be paid to a maximum of 40 hours for each Union Committee member. Payment will be made at the employee's regular hourly rate.
- 22.07** New Member Orientation -The Company will acquaint new employees with the fact that a Collective Agreement is in effect and the name of the Chairperson. The Company agrees that a union representative will be given an opportunity to interview each new employee during

regular working hours, without loss of pay for fifteen (15) minutes sometime during the first thirty (30) days of employment. The purpose of the orientation is to advise the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Company and the Union.

- 22.08** The Company will sell replacement parts to employees for personal employee vehicles at dealer cost plus ten (10) percent.
- 22.09** The Company agrees to pay for the cost of the renewal of all professional licenses provided the employee has at least two (2) years seniority and the proper receipts are submitted to the Company.
- 22.10** Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities. The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. Nothing in this statement is to be interpreted or construed as a waiver of management's right to maintain discipline in any case of misconduct which may result or be associated with the use of alcohol and/or drugs.
- 22.11** In the event an employee loses his license to operate a motor vehicle, the Company will endeavor to accommodate the employee subject to the work

available. This provision shall apply on a one time basis only for employees with one or more years of seniority and shall be for a period not to exceed twelve (12) months.

22.12 Full time employees, with one year or more of seniority, may purchase a new vehicle for their own use at dealer cost plus \$300.00 markup. The employee may purchase a used vehicle at a maximum markup of \$300.00 for his/her own use, and should deal directly with the Used Vehicle Manager. Used vehicles that have been acquired by the Used Vehicle Department and have been identified as "retail" vehicles must have been in stock on the used lot for a minimum of thirty (30) days. The vehicle must be registered in the name of the employee or his/her spouse and must not be resold within one year of the date of registration.

22.13 Vehicle in Shop Orders- All vehicles in shop repair orders must be signed and approved by Service Management prior to the vehicle entering the shop, unless there are valid reasons for being unable to do so. All vehicles must be registered to the employee or his/her spouse. A fee of \$10.00 plus tax will be levied and must be paid in full prior to the end of the month. Work may be performed Monday to Thursday between 5:00pm and 8:30pm, or on Saturdays (when the shop is open), while not on shift and provided space and supervision are available. The employee using the equipment in the dealership facility must be completely qualified on the use of that equipment. Materials will be provided by the employee. All safety precautions must be followed and all equipment must be properly utilized in accordance with Health and Safety Standards. Any violation of the rules and regulations or above processes may lead to

suspension of shop privileges for the employee involved as determined by Service Management. The duration of suspension of privileges must be reasonable in the circumstance. Any environmental and disposal fees will be added to the repair order.

ARTICLE 23 FAULTY WORKMANSHIP

23.01 In situations of alleged faulty workmanship, the General Service Manager will decide, in consultation with the employee (or Union representative if the employee is absent), if the work has not been properly performed. If he decides that the work should be redone, the employee will be required to do so without additional compensation. If this employee is not available, another employee will be assigned the work and the costs will be deducted from the original employee's wage. Disputes regarding this Article are subject to the grievance procedure in the usual manner. It is understood that on mechanical items there shall be a forty-five (45) day or 6,500 km (whichever comes first) warranty and on paint and body work a twelve (12) month warranty.

ARTICLE 24 WORK ORDERS

24.01 A work order or estimate will normally be provided before the job is started.

ARTICLE 25 BARGAINING UNIT WORK

- 25.01** Personnel outside the bargaining unit are not permitted to perform duties of the employees in the bargaining unit. This is not meant to curtail management's requirements to provide adequate service to the customer and does not have the intent of preventing supervisors or service salesmen from making adjustments or repairs of a minor nature. This clause does not apply to students.
- 25.02** Work normally performed by bargaining unit employees will not be performed by outside contractors if it has manpower, skills and equipment to do such work. No bargaining unit employee shall be on lay-off while work belonging to the Company is contracted out provided bargaining unit employees have the ability to do the work. Prior to any job or work being outsourced, the Company will give prior notice to the Union and the parties shall meet to discuss possible alternatives. It is understood that temporary situations may arise due to overcapacity (i.e., clean up, spot painting etc), where it may be necessary for the Company to require such "extra" work to be contracted out. The Company shall have the ability to do so on a temporary basis providing that all bargaining unit employees in that specific department are fully utilized. Nothing in this Article 25.02 is intended to prevent the Company from continuing current business practices as understood by the Union and the Company.
- 25.03** The Company will recognize the enforceability of Article 7.01 of the Collective Agreement, and in particular, the employer's obligation to pay bargaining unit wages to students who perform bargaining unit work and the right of the Union to lodge a grievance with respect to any alleged breach of that obligation. The Company will take

reasonable steps to ensure that the students will not and do not perform bargaining unit work except as authorized by a member of the employer's management team. In the event that a student is performing or expected to perform bargaining unit work, it will notify the Union and thereafter, upon request, will provide the Union with reasonable evidence that such work has been paid for at the rate specified in the collective agreement.

ARTICLE 26 EDUCATIONAL FUND

26.01 The Company agrees to pay \$0.03 per hour worked into a Unifor Paid Education Leave Fund. It is agreed that the \$0.03 per hour is to be paid quarterly. The Union agrees to provide statements to the Company on an annual basis of its accumulated contributions.

ARTICLE 27 STRIKES AND LOCKOUTS

27.01 Inasmuch as this Agreement provides orderly procedures for the settlement of employee grievances and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. 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.

ARTICLE 28 MOONLIGHTING

28.01 As a condition of employment, new employees from July 1, 1984 shall not engage in any form of employment of work of a nature similar to that made available by the Company, outside of their working hours. In the event of so doing, any such employee shall be subject to dismissal by mutual agreement between the Company and the Union. Nothing in this Article shall be deemed to preclude any employee from doing work on a vehicle registered in his/her own name, outside of working hours.

ARTICLE 29 TRAINING COURSES

29.01 Employees attending approved training, classroom, on-line, part-time, and Health and Safety courses at the Company's request will be compensated. For web based courses, employees will be compensated upon successful completion of the course with a passing grade.

29.02 Training payment time will be determined by the General Motors guidelines as posted at the beginning of the individual course.

29.03 The cost of the course will be borne by the Company and the Company agrees to pay for gasoline costs, lodging, meal allowance, with receipts and 100% of the employee's hourly rate (pertaining to job classification).

ARTICLE 30 DISCRIMINATION AND HARASSMENT

NO DISCRIMINATION

- 30.01** The Company and the Union agree that there will be no discrimination, interference, restraint, or coercion exercised or practiced by either party, or by any of their representatives, with respect to any employee because of his or her race, colour, national or ethnic origin, ancestry or place of birth, creed, sexual orientation, family status, record of criminal offences, religious or political affiliations, or because of his or her membership in the Union.
- 30.02** The Company and Union will comply with the provisions of the Ontario Human Rights Code and any other applicable legislation.

WORKPLACE HARASSMENT/DISCRIMINATION/VIOLENCE

- 30.03** The Company and the Union are committed to providing a workplace free from discrimination, harassment or violence. It is expected that all persons treat each other with respect and courtesy and must not engage in harassment or discrimination based on prohibited grounds and contrary to the Human Rights Code or any other applicable legislation.

WORKPLACE HARASSMENT DEFINED

- 30.04** Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds.

30.05 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. Workplace harassment includes, but is not limited to the following examples:

- (a) Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- (b) Practical jokes, which cause awkwardness or embarrassment,
- (c) Posting or circulation of visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, cartoons or graffiti,
- (d) Refusal to work, converse or share facilities with another employee because of their racial background, sexual orientation, gender, etc;
- (e) Unwanted sexual solicitation or advances and physical conduct such as touching, patting, or pinching;
- (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.

30.06 Harassment is not properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.

WORKPLACE DEFINED

30.07 For the purpose of this Article, the workplace is defined as any Company premises and includes areas such as

service bays, offices, restrooms, cafeterias, conference rooms, parking lots and Company gatherings/events.

FILING A COMPLAINT

- 30.08** If an employee believes that he or she has been harassed or discriminated against or has been the subject of threatening or violent behavior, the employee should take the following steps;
- (a) Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and request that they stop. It is advisable to document the incident, complete with times, dates, location, witnesses and details of the incident;
 - (b) If the unwanted behavior continues, or if the employee is reluctant to confront the harasser, the employee may bring the complaint directly to a Union or Company Representative.
 - (c) The parties may attempt to resolve a harassment or discrimination complaint prior to referral to the Joint Committee. If resolved, the outcome will be documented and kept on file by both the Union and the Company. If the matter remains unresolved, the employee will submit the complaint in writing to the Joint Committee.

INVESTIGATION

- 30.09** The Joint Committee will be comprised of two (2) representatives selected by the Company and two (2) representatives selected by the Union. When the complainant is a women and the complaint alleges sexual harassment or gender discrimination, the Joint Committee will include at least one woman. All complaints will be investigated promptly. The investigation will be completed within fifteen (15) working days from the date the written complaint was submitted. This period may be extended by written mutual agreement of the parties. The investigation will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any relevant documents will also be reviewed. To the fullest extent possible, the investigation, and any findings from the investigation will remain confidential.

RESOLUTION OF COMPLAINT

- 30.10** The Joint Committee will complete the report on the findings of the investigation. A copy of the report will be forwarded to the General Manager and the Union Chairperson. Within three (3) days the General Manager and the Union Chairperson will attempt to agree on what action, if any, should be taken as a result of the complaint and the findings of the Joint Committee. The Union National Representative and/or Local Union President may be involved in these discussions. Any agreed action will then be implemented. If there is no agreement, the Company reserves the right to take action as it deems appropriate, subject to the Collective Agreement. If the action taken by the Company is grieved, the grievance will commence at Step 3.

- 30.11** The pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and may be the subject of disciplinary action by the Company.

ARTICLE 31 TERMINATION OF AGREEMENT

- 31.01** This Agreement shall come into effect November 1, 2023, and shall continue in effect until October 31, 2026, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect from year to year thereafter.
- 31.02** 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 Agreement.
- 31.03** The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days of receipt of amendments and/or changes. The term 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.

TOOL ALLOWANCES

Employees will be reimbursed per year, per employee as follows:

- i. Goodwrench \$150.00 per year with receipt
- ii. Apprentice \$200.00 per year with receipt
- iii. Tech/Body Shop \$350.00 per year with receipt

APPENDIX "A" GROUP INSURANCE PLAN

The Company's Group Insurance Plan provides substantial protection for employees and their dependents through contracts underwritten by insurance companies. Employees are provided with a booklet which is intended as a general explanation of the benefits but IT IS UNDERSTOOD THAT THE MASTER INSURANCE CONTRACTS ARE THE GOVERNING DOCUMENTS. At the time of the writing, the coverage was provided by Great West Life under the C.A.D.A. plan.

The Company reserves the right to select insurance carriers. However, in this instance, if the Company can arrange equivalent coverage at the same premium rates or better, a new carrier will be appointed.

1. PREMIUM SHARING

The Company agrees to pay 100% of the premium costs for the benefits set forth in 2 (Schedule of Insured Benefits). Employees shall pay 100% of the premium costs for weekly indemnity benefits set forth in 3(a) (Income Replacement), below

In addition each employee shall pay \$60.00 per month (family coverage) and \$30.00 per month (single coverage) towards the benefit plan premiums.

2. SCHEDULE OF INSURED BENEFITS

(a) Life Insurance:

- One times base annual salary or wage up to a maximum of \$65,000.00.

(b) Accidental Death and Dismemberment:

- One times base annual salary or wage up to a maximum of \$65,000, in the event of accidental death.
- Schedule of benefits in the case of accidental dismemberment as described in the benefits booklet.
- \$5,000 for spouse
- \$2,500 for each child

(c) Semi Private Hospital Benefit:

- For employees and eligible dependents. (e) C.A.D.A. - Pack Benefit

(d) Major Medical:

- For employees and eligible dependents.
- Details of benefits including maximums are outlined in benefits booklet.
- The \$25.00 (single) and \$50.00 (married) annual deductibles are waived.

(e) Dental Benefit:

- For employees and eligible dependents.
- Details of benefits, including maximums, are outlined in benefit booklet includes root canal.
- The \$25.00 (single) and \$50.00 (married) annual deductibles are waived.

(f) Vision Care:

- \$300.00 per family member per 24 months in each year of the Agreement.

(g) Eye Examination:

- To provide an eye examination up to \$120 per family member per 24 months in each year of the Agreement.
- Where an employee is required to have additional eye examinations due to other medical reasons, the Company will pay the cost up to a total of \$500.00 for every twenty-four (24) months.

3. INCOME REPLACEMENT

(a) Weekly Indemnity (employee pays for this benefit)

- \$33.50 including tax per month (capped)
- From first day of accident or confinement due to outpatient surgery and 8th day of illness up to 15 weeks.
- 66 2/3% of wages up to EI maximum
- The benefits payable under the Weekly Indemnity plan are in lieu of any sick benefits available under Employment Insurance.
- Any premium credit (including Employee portion) when allowed by the Employment Insurance Commission will be retained by the Company
- Details of benefits outlined in benefits booklet

4. TOOL INSURANCE

- Coverage will include up to \$20,000 for each employee.
- There will be a \$2,500 deductible per incident.
- The Union will provide the Company with a documented inventory of all tools to be covered under the policy.
- All claims will be subject to the Insurance Company's investigation and it is the sole decision of the Insurance Company whether or not the claim will be paid.

APPENDIX "B" LETTERS OF AGREEMENT

Letter of Agreement #1 - Relocation

If the Company moves any or all of its operations to a new location in the Town of Whitby, or opens a new GM operation in the Town of Whitby, the Company agrees to abide by its obligations set out in the Collective Agreement and the employees affected will have the right, in order of seniority, to transfer to a new location and this Collective Agreement will remain in effect at the new location.

This letter forms part of the Collective Agreement

I agree with the content of this letter

For the Union

A handwritten signature in black ink, appearing to read 'S. Batchelor', written over a horizontal line.

Steve Batchelor

APPENDIX "C" WAGE RATES

Classification	Nov-1-2023	Nov-1-2024	Nov-1-2025
		2.0%	2.0%
Variable Rate 1	\$34.85	\$35.55	\$36.26
Variable Rate 2	\$37.38	\$38.13	\$38.89
Variable Rate 3	\$38.93	\$39.71	\$40.50
Variable Rate 4 (4500 + EV)	\$41.92	\$42.76	\$43.61
Classification	Nov-1-2023	Nov-1-2024	Nov-1-2025
		2.5%	2.5%
Body Person/Painter	\$25.78	\$26.42	\$27.09
Goodwrench Tech	\$18.70	\$19.17	\$19.65
Cleanup/Detailer	\$17.50	\$17.94	\$18.39
Utility Person	\$17.68	\$18.12	\$18.58
Lot Person	\$17.68	\$18.12	\$18.58
Car Porter	\$17.68	\$18.12	\$18.58
Parts Delivery	\$17.68	\$18.12	\$18.58
Parts Counter	\$25.10	\$25.73	\$26.37

	START RATE	6 MONTH RATE	12 MONTH
Parts Counter Trainee	80%	90%	100%
<i>^Paid as % of Parts Counter Rate</i>			

Variable Rates *

Service Techs will be paid at each of the rates for performing the following duties:

- Variable 1 Goodwrench work / Brake work (rotors, pads, shoes, drums only)
- Variable 2 Warranty Work / Training / Reporting / Guarantee
- Variable 3 All other work

**BUSINESS LETTER
GUS BROWN BUICK GMC LIMITED**

November 1, 2023

Greg Weaver
President
Unifor Local 1090
300 Rossland Road East
Suite 401, 4th Floor
Ajax, ON L1Z 0M1

RE: JOE SAVARINO

Dear Mr. Weaver,

Notwithstanding the wages contained in Appendix “C” of the Collective Agreement, this letter shall confirm that the Employer, Gus Brown Buick GMC, recognizes and agrees that Joe Savarino will be paid at the following rates for the life of the Collective Agreement:

JOE SAVARINO	1-Nov-23	1-Nov-24	1-Nov-25
Goodwrench Tech (<i>Red Circled</i>)*	\$19.17	\$19.65	\$20.14

In addition, the Employer will continue to provide Joe with a payment of \$600.00 annually, payable at the end of each quarter. All payments are less deductions required by law.

The Employer agrees that this letter will form part of the Collective Agreement and is subject to the terms of the grievance and arbitration procedure.

Regards,

Scott Westley
General Manager
Gus Brown Buick GMC Limited