

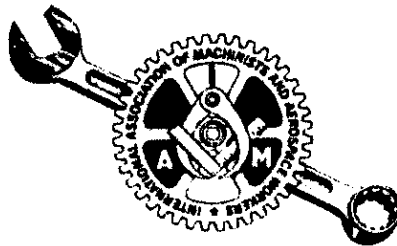
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STANDARD AUTOMOTIVE AGREEMENT

Approved By

**ST. LOUIS AUTO DEALERS ASSOCIATION
SIGNATORY GROUP**

And



**DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO**

(314) 739-6200

2004-2007

53 pages

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STANDARD AUTOMOTIVE AGREEMENT

THIS AGREEMENT, made and entered into, effective the 1st day of August, 2004 by the Saint Louis Auto Dealers Association, Signatory Group (hereinafter "Association") as the authorized bargaining representative for and in behalf of each signatory company, that has designated the Association as its collective bargaining representative (multi-employer bargaining group members listed on the attached Exhibit A) hereinafter ("Employer,") and District No. 9, International Association of Machinists and Aerospace Workers, hereinafter ("Union." or "District 9")

In the application or interpretation of this Contract, the agreement between the Employer acting through the Association and the Union shall be conclusive and binding on all persons affected by this Standard Agreement. Individual employer differences settled between the Employer and the Union shall be conclusive and binding only on all persons affected at that dealership.

ARTICLE 1

Jurisdiction and Recognition

Section 1.1. The Employer recognizes the Union as the exclusive representative of all employees in the unit which is as follows: journeyperson automobile and truck mechanics (technicians), machinists, electrical machinists, welders, trimmers, metal fender, body and radiator repairers, painters, refrigeration and automotive air conditioning mechanics, inspectors, glass installers, service salespersons, dispatchers/towerpersons, apprentices, working foremen, time flaggers, specialists, service salesperson trainees, service greeters and service department helpers.

Section 1.2. Definition of a Journeyperson Automotive Mechanic (Technician): A journeyperson automotive mechanic is one who has served an apprenticeship of four (4) years in the automotive mechanics' trade, or a person who has worked four (4) years at the automotive mechanics' trade in any of its branches or subdivisions, and who can, with the aid of tools, repair, erect, assemble, dismantle and maintain automotive equipment and all serviceable parts thereof, within a reasonable time and in a satisfactory manner.

Section 1.3. Work presently performed manually or by machine by service salespersons, working foremen, dispatchers/towerpersons or time flaggers will continue to be covered by this Agreement.

Section 1.4. The duties of a Service Greeter will consist of answering telephones, writing headings on repair orders, moving cars and assisting the Service Salespersons. No Service Greeter will be employed while a Service Salesperson is in layoff status unless such Service Greeter was hired prior to such Service Salesperson.

Section 1.5. The duties of the Service Department Helper will consist of any work not assigned to the Journeyman or Specialist, and in addition, such employee can sand, mask, polish, strip, wash cars, and generally assist any technician as requested by that technician who is working directly with him or her; in addition, such employee can perform lube, oil, filter, state inspection, clean or replace PCV valve, fuel filter cleaning or replacement of filter (excluding gas tank or major component removal), service or repair air cleaner and element, perform basic visual inspection, clean or replace batteries and cables, adjust and replace external drive belts, repair and replace exhaust system and components (excluding any drivability problems), headlamp alignment, align exterior bulbs or lamp (unless complex disassembly is involved), replace exterior and interior bulbs and light switches, fuse replacement, replace cigarette lighter and powerplug sockets and elements, clock R&R, voice modules, chimes and emergency flasher units, installation of accessories (which does not require the Helper to make significant modifications or alterations to the vehicle), install or replace aftermarket and simple exterior moldings and stripes, weather-strip replacement, wheel balancing and tire rotation, rotate wheels, change tires, water hose replacement, apply rustproof, undercoat, fabric sealant and clean or replace wiper blades, remove and replace brake shoes & pads, machine or replace rotors & drums, transmission flush & fluid service, coolant flush & fluid service, power steering flush & fluid service, brake system flush & fluid service, differential and/or transfer case flush & fluid service, induction system cleaning, replace cabin air filter, wheel alignment and wheel bearing repacking, and drive trucks and other vehicles in connection with their work to perform their work, and in no instance shall a Helper be directed to use another employee's tools without his or her permission.

Section 1.6. Every dealership may employ at least two (2) Service Department Helpers. Any dealership that employs at least the number of Journeymen Automotive Mechanic Technicians that were employed at the dealership on July 31, 2004, will not be restricted by the ratios for Service Department Helpers in this Section 1.6 or the ratios for Specialists in Section 30.1 of this Agreement.

If during calendar 2004, 2005 and 2006 a dealership has less than the number of Journeyman Automotive Mechanic Technicians employed by the dealership on July 31, 2004 the ratio for Service Department Helpers will be up to one (1) Helper to every three (3) Journeyman Automotive Mechanic Technicians. After December 31, 2006, the ratio will be up to one (1) Helper to every two (2) Journeyman Automotive Mechanic Technicians.

All current Signatory Group Dealer Helpers/Journeyman ratios as existed on July 31, 2004 are grandfathered to the extent that any such ratios are more favorable to the Dealer than the ratios set forth in this Section 1.6.

Section 1.7. Any work that is up-sold by a Journeyman Automotive Mechanic Technician will be performed by that individual.

ARTICLE 2

All Classifications -- All Employees Union Shop and Union Card

Section 2.1. All employees in the classifications herein listed shall, thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment in the case of new employees, become and remain, as a condition of continued employment, members of the Union, provided that Union membership is available to the employees on the same terms and conditions generally applicable to other members.

Section 2.2. The Union Shop Card shall be displayed prominently on all customer entrances and areas where customers wait. Said Union Shop Card, property of the Union, shall be furnished free to the Employer and it shall be allowed to display same.

Section 2.3. The Employer will provide a bulletin board for the purpose of posting notices and employees will be permitted to post union notices.

ARTICLE 3

New Employees

Section 3.1. The Employer shall inform the Union when it has need of additional or replacement employees. The Union has the right to refer its members to the Employer. The Employer has the right of selection or rejection of such members based on the same selection or rejection principles in effect for applicants for employment who are not members of the Union.

Section 3.2. Within seven (7) calendar days after hiring a new employee in classifications covered by this Agreement, the Employer shall send the employee to the Union Office to complete any papers pertaining to health and welfare, pension and other matters.

ARTICLE 4

Dues Deduction

Section 4.1. Employer agrees to deduct from the employee's pay for the third (3rd) pay period of the month all Union Dues and Initiation Fee and forward same to reach the Union Office NOT LATER than the first (1st) of each following month, provided employee signs and delivers to Employer proper assignment for deductions.

ARTICLE 5

Seniority

Section 5.1. Employees shall have no seniority status during the first sixty (60) working days of their employment, and apprentices shall have no seniority status for the first one thousand (1000) hours of actual work at the Employer's shop as an apprentice. After this probationary period, employees shall have seniority computed from the date of their employment and shall be considered regular employees.

Section 5.2. Seniority as described in this Section shall govern reduction of force and recalls of employees when skill and ability is relatively equal and the employees are qualified to perform the work available within their classification without additional training and with reasonable efficiency. Apprentices who have been credited for two years of their training may not be laid off out of seniority unless their qualifications are substantially less than that expected for their years of apprenticeship (recognizing that apprentices must be trained) or unless their retention would make the dealership significantly less efficient. Any layoffs or recalls out of seniority are subject to the grievance procedure. For purposes of seniority each of the following shall be considered a separate seniority classification:

- (1) Working Forepersons, Dispatchers/Towerpersons, Service Salespersons, Time Flaggers, Service Salespersons Trainees and Service Greeters;
- (2) Working Forepersons, Journeyperson Technicians, Bodypersons and Apprentices, Specialists and Service Helpers.

When employees are promoted to any higher hourly-rated job classification regardless of seniority classification, they will retain and continue to accumulate seniority in each lower-rated job and/or seniority classification from which they were promoted in addition to accumulating seniority in the new classification after a probationary period of ninety (90) days retroactive to the date of promotion. When any employee down bids, their seniority will be frozen in the higher classification and seniority will begin accumulating in the lower classification as of the date the employee commences work in the lower hourly rated job. During this ninety (90) day probationary period, the employee may elect to return or the Employer may elect to return the employee to their previous job classification. Employees shall accumulate job classification seniority in any lower-rated job classification within their seniority classification. There shall be no up-grading in seniority classification or job classification as a result of a layoff or recall; however, any Working Foreperson who is not a true supervisor, shall be treated as a journeyperson for purposes of layoff and recall. These seniority classifications are for layoff and recall only and not for job classification or rate of pay. Employees will be paid the wage rate for the job they regularly perform (except for temporary upgrades). Apprentices shall be considered a part of the one job classification to which they are regularly assigned (either Journeyperson Technicians or Bodypersons); provided, however, that apprentices within the first two (2) years of their apprenticeship may be laid off without regard to their seniority.

Except for temporary upgrades to fill vacancies created by any Journeyperson's absence from work, no employer will upgrade a Helper to a Journeyperson.

Regular employees shall receive written notice of layoff by 12:00 Noon, Thursday. Employees laid off in accordance with seniority shall be entitled to complete the work week in which notice was given, provided they are available for work and present themselves for work.

Section 5.3. Starting Times, Workweek and Shift Assignments. When an opening occurs within an employee's job classification, the employee shall have the right to bid for starting times, workweek (four- or five-day) and shift assignments in accordance with their job classification seniority subject to their qualifications to perform the work to be done with reasonable efficiency without additional training. When employees do not indicate their preference, the Employer shall assign employees with the least job classification seniority to the open workweeks, shifts and starting times. Any employee may be temporarily transferred for a reasonable period of time to another shift for training purposes. All such bids and assignments are subject to the Employer's right to staff these positions to obtain reasonable efficiency and to make adjustments for compelling personal hardship.

Section 5.4. Notice of Promotion Opportunities. The Employer shall post a notice for any job openings for Dispatchers/Towerpersons, Service Writers, Working Foremen or other classifications covered by this Agreement above the level of journeyperson mechanics and bodeypersons. The posting will list a brief description of the job and the principal qualifications required or desired. The notice will remain posted for three (3) working days. After the Employer has given due consideration to the qualifications and seniority of all employees who sign the notice and thereby express interest in being considered for the job, it shall, at its sole discretion, fill the job by promoting one of those signing the notice or by hiring from the outside. Any employee not selected, shall, upon request, be entitled to a brief verbal statement of the reasons for the Employer's decision. Any job notice may be canceled by the Employer for any reason.

Section 5.5. Whenever an employee's employment is terminated for any reason, the Employer will so notify the Union in writing of said termination not later than five (5) working days after such termination.

Section 5.6. Complaints regarding the layoffs or discharge of employees must be filed in writing with the Employer within five (5) working days from the date of notice to the employee of such layoff or discharge. Failure to present such grievances within such period shall constitute a bar to further action. The Management must review and render a decision on the case within five (5) working days after receipt of same.

Section 5.7. Employees with seniority shall give the Employer written notice by 12:00 Noon Thursday when voluntarily leaving the employ of the Employer and complete the work week in which notice is given. Employees failing to comply with this provision shall not be entitled to any pro-rata vacation which has accrued since the last anniversary date of their employment.

Section 5.8. Any of the following events shall be considered as a break in seniority and termination of employment, and subsequent employment shall be deemed to be new employment:

- (a) Voluntary quit or retirement.
- (b) Discharge for just cause.
- (c) Failure to notify Employer of intention to return to work after layoff within five (5) work days following notice by telephone to the employee personally or the mailing by registered or certified mail of notice to report for work to the employee's last known address as recorded with the Employer or by any other method that provides for written verification of delivery of said notice directly to the employee. **Telephone notice is effective only if confirmed by certified mail on the same or next succeeding work day with copy to the Union and the shop steward.** Failure to report for work after layoff within ten (10) calendar days following delivery of the notice or the postmarked date on the receipt of registered or certified mail of the notice to report for work sent to the employee's last known address as recorded with the Employer.
- (d) Layoff or failure for any reason to perform work for the Employer for one (1) year.
- (e) In the event of an unauthorized absence from work, failure to notify the employee's immediate supervisor or designated individual of the cause and extent of absence as promptly as is practicable and, unless good cause is shown, in no event more than three (3) working days from the commencement of absence. This shall not prevent appropriate discipline under Shop Rules.

Section 5.9. It is the obligation of all employees covered by this Agreement to continuously perform their work in a manner satisfactory to their Employer. The Employer reserves the right to discharge or discipline an employee for just cause. Except as otherwise mutually agreed between the Employer and the Union no disciplinary suspension shall exceed forty (40) hours. No employee may be discharged for inefficient work or generally poor attitude without prior written notice to both the employee and the Union and a reasonable opportunity to improve. If there is insufficient improvement, the employee may be suspended pending further investigation and shall not be discharged until the Union has been given a reasonable opportunity to adjust the dispute not to exceed ten (10) working days.

Section 5.10. All reprimands or warning letters shall be valid for a period of one (1) year.

ARTICLE 6

Holiday Pay

Section 6.1. The following days shall be considered as paid holidays regardless of the day on which they fall, provided the individual is a regular full-time employee who has successfully completed their probationary period and who works the full work day before and the full work day after the holiday unless the employee is absent for illness or injury, which commences within five (5) working days before or on the day after such holiday, such illness or injury to be proven by a doctor's certificate, if requested by the Employer, or because of layoff which commences on either the work day before or after the holiday, or if such required attendance on the day before, the day after or both is specifically waived as a requirement and excused by the Employer for other reasons satisfactory to it:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
Personal Day

If any employee is prevented from working the full work day before and the full work day after any such holiday solely due to a layoff commencing on or after December 15 and ending on or before the next following January 10, such employee shall be entitled to all such holidays falling within such layoff providing, he/she was in the employ of the Employer at least six (6) months prior to such holiday.

During each employee's anniversary year, the employee may select a mutually agreeable day off as the employee's personal day. If two employees request the same personal day, the senior employee has preference. Any of the above holidays may be exchanged for another holiday by mutual agreement of the Employer and a majority of its employees in the bargaining unit.

When any of the above holidays falls on Sunday, the day observed by the State, Nation or by proclamation shall be considered as the holiday and paid for as such. Holidays falling on Saturday shall be celebrated on Saturday and paid for. When a holiday falls within an employee's vacation period, it shall be treated as a Saturday holiday.

Section 6.2. An employee shall receive full pay, including shift differential if applicable, for the holiday, in addition to any other sum earned on flat rate. Flat rate bonus shall be paid for all hours booked over forty (40) less eight (8) hours (or ten (10) hours as appropriate) for each holiday not worked in a holiday week.

ARTICLE 7

Vacation

Section 7.1. The Employer agrees to give all employees in its employ one (1) year or more a vacation with full pay prepaid in accordance with their classification hourly rate in effect when the vacation is taken according to the following:

All Employees hired by the Employer prior to August 1, 2004 and all such employees retained at a signatory dealership whose ownership is transferred or sold to another signatory dealer or such employees who, change jobs from a current signatory group dealer and immediately begin work for another current signatory group dealer, will earn one-twelfth (1/12) of this vacation for each full month worked, but in any case, employees who work 1400 actual straight time hours either from date of hire to first anniversary date or between succeeding anniversary years of employment thereafter will be eligible for a full vacation in accordance with the following schedule:

One (1) week of vacation on the first and second anniversary dates of employment.

Two (2) weeks of vacation on the third through tenth anniversary dates of employment.

Three (3) weeks of vacation on the eleventh through seventeenth anniversary dates of employment.

Four (4) weeks of vacation on the eighteenth and succeeding anniversary dates of employment.

All Employees hired by the Employer on or after August 1, 2004 will earn one-twelfth (1/12) of this vacation for each full month worked, but in any case, employees who work 1400 actual straight time hours either from date of hire to first anniversary date or between succeeding anniversary years of employment thereafter will be eligible for a full vacation in accordance with the following schedule:

One (1) week of vacation on the first through third anniversary dates of employment.

Two (2) weeks of vacation on the fourth through twelfth anniversary dates of employment.

Three (3) weeks of vacation on the thirteenth and succeeding anniversary dates of employment.

For the purpose of calculating vacation eligibility, actual hours do not include overtime, but shall include vacation and holiday time.

In the event of a layoff in any employee's first year of employment, such employee, if he/she has recall rights, shall be entitled upon reaching the anniversary date, to any earned twelfths or to a full vacation if the employee worked 1400 actual straight time hours in such first year of employment.

Section 7.2. After one (1) year of employment:

- (a) In the event of discharge, quitting after giving proper notice to employer, or death, one twelfth (1/12) of the regular vacation pay shall be allowed for each full month employed since their last anniversary date of employment, in addition to any accrued, unpaid vacation.
- (b) In the event of a layoff, the employee may receive pay for one-twelfth (1/12) of the regular vacation pay for each full month employed, in addition to any accrued, unpaid vacation, or if the employee has worked 1400 hours, the employee may opt to wait until his anniversary date and receive any vacation entitlements. Any recalled employee who does not accumulate 1400 hours during his anniversary year shall receive any twelfths earned but not paid on his anniversary date. In calculating "full" months for the purpose of prorating a vacation, any interruption of work for less than seven (7) consecutive calendar days shall be treated as worked. Total days worked since the last anniversary date of employment shall be divided by twenty-two (22), or seventeen (17) in the case of a four day ten hour schedule, and any whole number shall be considered the number of "full" months employed.

Section 7.3. Employees shall not receive pay in lieu of their vacation except by agreement between the Union and the Employer.

Section 7.4. The Employer may determine how many employees in excess of one (1) in each classification may be absent on vacation at any time so that they do not interfere with the normal and efficient operation of the shop. In shops with more than twenty-three (23) employees in one (1) of the two (2) job classifications listed in Section 5.2, two (2) employees from said job classification may be absent on vacation at any time. Vacations will be bid for by seniority in calendar week increments (Monday through Sunday) up to four (4) weeks, if eligible therefor, but not less than a week at any time; it is not mandatory that an employee take more than one week continuously. Only when so provided by the Family and Medical Leave Act of 1993, the Employer (upon prompt notice to the employee) or the employee (upon prompt notice to the Employer) may also use individual vacation days or partial days of vacation to cover such absence.

Any employee eligible for a third or fourth week of vacation may only take two vacation weeks during the period May 1st through September 30th of any given calendar year. An employee who is entitled to three (3) weeks vacation may take such third week on a one day at a time basis between September 30th and May 1st, and if entitled to a fourth week, that week at any time on a one day at a time basis, both under the condition that he or she has obtained prior

written management approval to do so and with the specific vacation days involved having been agreed to by management.

Section 7.5. The vacation eligibility list shall be posted in each shop on or before January 1 of each year. The employee who has the greatest seniority under this Agreement shall have first choice as to the time of their vacation. However, all bids must be completed by March 1. Any employee not bidding by March 1 may bid only for open vacation periods. "Bumping" will not be allowed.

Section 7.6. In the event of the death of an employee, all money due, including last paycheck as well as any accrued or pro-rata unpaid vacation, will be paid to such employee's lawful spouse or, if none, to their beneficiary of the Life Insurance provided by the District No. 9, I.A.M.A.W. Welfare Trust or, if none, to their estate.

ARTICLE 8

Grievance Procedure and Strike Clause

Section 8.1. During the term of this Agreement the Employer and the Union agree that there shall be no lockout, strike or other work stoppage or concerted interference with the business of the Employer except as provided for in Article 8, Article 19, Article 33, Article 34, Article 35, Article 36 and Article 37.

Section 8.2. The term "grievance" shall mean a dispute or difference involving the application or interpretation of any provision of this Agreement. Should a grievance occur, the shop steward shall first endeavor to adjust same with the service manager, and, if not thus satisfactorily adjusted, such grievance shall be filed in writing with the authorized management representative by the shop steward or Business Representative or the employee affected. Except as otherwise provided in Section 5.6, for layoffs or discharges, and except as otherwise extended by the Employer and the Union in writing, all grievances, including any grievance concerning suspension from work, must be filed with the Employer within ten (10) work days of the event giving rise to the grievance, or within ten (10) work days of the date the employee affected acquired or reasonably should have acquired knowledge of it, or be forever barred.

Section 8.3. If such grievances are not thus satisfactorily adjusted, or if the Employer has a grievance, such grievances shall be referred to a Committee for Mediation consisting of three (3) representatives appointed by the Union and three (3) representatives of the Employer who shall be members of and appointed by the members of the St. Louis AutoDealers Association, and shall be parties to this contract. If sufficient number of Committee members are not present on the day of the hearing, the Committee for Mediation will be reduced to two (2) representatives each for the Union and Employer. Any such request for a Committee for Mediation must be made within thirty (30) days following the holding of a meeting between the management representative and the shop steward or Business Representative, as provided above, after which the grievance was still unresolved.

Section 8.4. Upon formal application by the Union or the Employer by certified or registered mail for this committee to be appointed, the Committee for Mediation must be selected by both the Union and the Association within fifteen (15) days from such application unless an extension is mutually agreed to by both parties. Upon request of the Association, the Employer must furnish an acceptable representative to serve on the Committee at least two (2) times per year. The Mediation Committee must act and render its decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent by certified mail to both parties. A majority decision of the Mediation Committee on a specific grievance shall be final and binding on all parties. No decision of the mediation committee involving damages or back pay shall cover a retroactive period of more than thirty (30) days prior to the date the grievance was filed, except where an Employer has failed to indenture an apprentice.

Section 8.5. In the event said joint Committee for Mediation is unable to arrive at a majority decision within the time prescribed, either party to this Agreement shall be free for a period of thirty (30) days after such deadlock to serve a WRITTEN NOTICE TO THE OTHER PARTY, BY CERTIFIED OR REGISTERED MAIL, to cause lockouts or to cause and engage in strikes, stoppages or suspension of work not earlier than TWENTY (20) DAYS after receipt of such notice by the other party nor more than NINETY (90) DAYS after such receipt. The Union shall comply with any provision of their International Constitution relating to strike vote prior to serving such notice. Any of the above periods may be extended by mutual written agreement of the Union and the Employer.

Section 8.6. Except for discharge cases, the procedure provided by this Article 8 shall be the sole and exclusive method used by the parties to resolve any such grievances; provided, however, that nothing herein shall preclude any party or employee from using any applicable procedures before the National Labor Relations Board. Any grievance which is not filed or processed within the time limits provided above shall be deemed waived and forever barred. No time limit may be extended except by mutual agreement in writing signed by the Employer and the Union.

ARTICLE 9

Unauthorized Activities

Section 9.1. In the event of any unauthorized acts of its members in violation of the provisions of Section 8.1 of this Agreement, the Union, upon receiving notice thereof, shall immediately urge its members to return to work if there should be a work stoppage, and, just as soon as practical, address a letter to the Employer notifying it that the action of the Union members is unauthorized. The Employer shall be privileged to discharge employees responsible for such unauthorized activities without violation of the terms of this Agreement.

Section 9.2. In order that the Employer may be apprised of the officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the

Business Representative has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such actions.

Section 9.3. The Business Representative will notify the Employer or its authorized representative upon entering Employer's premises for the purpose of adjusting grievances pursuant to the grievance procedure. It is understood that such visits will not interfere with the normal and regular operations of the Employer's business.

ARTICLE 10

Picket Line

Section 10.1. Where any labor union has an authorized primary picket line established at the premises of an employer, it shall not be in violation of this Agreement, nor grounds for discipline or discharge, for any employee covered hereunder to refuse to make delivery of merchandise to the premises of, or to, or for such employer or to cross such primary picket line; nor shall such employee be required to perform work whereby his/her Employer would become an allied company with the struck employer.

ARTICLE 11

Selection of Steward

Section 11.1. The Employer agrees that the members of the Union may choose from the regular employees a steward to act in behalf of the members of the Union in any capacity assigned to such steward by the Union; provided, however, that such activity on the part of the steward shall not interfere with the normal and regular operations of the Employer. The Employer agrees that stewards shall not be discriminated against on account of said activities.

ARTICLE 12

Protection of Work

Section 12.1. **Employee Duty of Loyalty and Non-competition.** Employees of the Employer and members of the Union shall not service or repair automobiles, vans, or light trucks at any time for any other person, firm or organization except: (1) their personal vehicles and those of the members of their immediate family if done without pay for their labor or other profit or (2) with the prior written approval of the Employer. This is a condition of employment. Violation of this provision subjects an employee to immediate discharge without notice.

Section 12.2. **Moonlighting.** Employees may work on other jobs which do not interfere with the employees' ability to perform their jobs satisfactorily provided they have the prior written approval of the Employer and the Union. The Employer may withdraw its approval in writing with a copy to the employee, and the Union, only if it reasonably concludes that such

job interferes with the employee's job performance, subject to the grievance procedure. Violation of this provision subjects an employee to immediate discharge without further notice.

Section 12.3. **Employer Assistance in Moonlighting.** The Employer agrees that it will not hire any persons who are covered by this Agreement or another agreement between the Union and a dealer and who are employed elsewhere except individuals who have been laid off.

ARTICLE 13

No Wage Reduction

Section 13.1. No employee shall have their rate reduced, whether hourly or weekly, as a result of the signing of this Agreement.

ARTICLE 14

Higher Rate of Pay

Section 14.1. Nothing herein shall prohibit the payment of a higher rate of pay or incentive commissions at the discretion of the Employer, but such incentive commissions shall not be deemed wages for any purpose of this contract and may be discontinued at the option of the Employer. Overscale hourly rates of pay (other than a rate offered to employees working in another dealership at the time of their initial employment by the Employer or any rate resulting from a differential established under a prior collective bargaining agreement) may be reduced in an individual case when an employee changes job classifications or when the rate was awarded for superior performance which later deteriorates subject to the grievance procedure.

Section 14.2. Any established wage or benefit practice or other practice which has been acknowledged as binding by the Employer and which does not interfere with the efficient operation of the shop, shall not be changed except by mutual agreement between the Employer and the Union or except as provided in Section 14.1.

ARTICLE 15

Flat Rate Manual

Section 15.1. In shops where employees work on flat rate, they will be issued a job ticket before starting job. In order to determine the number of hours for which the employee will be paid, the job tickets shall be written and the work shall be accomplished in accordance with the most current factory flat rate manual or manual agreed to by the Employer and the Union for the line involved and applicable to a particular car. Factory recall campaign bulletins, special policy bulletins, factory technical service bulletins or any similar communication by the manufacturer shall supersede the flat rate manual on covered vehicles for the duration of the campaign or applicable coverage period. This does not negate the use of Section 15.4 when the time allowance is deemed inadequate.

Section 15.2. When work is accepted on any vehicle other than vehicles on which the Dealer has been approved for repairs by the manufacturer, and the Dealer has the required, essential tools, manuals and the employee has been trained, employees will be paid from the manual agreed to by the Employer and the Union; and when no flat rate operation is given in the manual, employee will be paid for the actual clocked hours necessary to perform the work.

Section 15.3. For employees on flat rate it is agreed by the Employer that a proper and just system, mutually satisfactory, shall be installed to secure work by rotation, provided the employee is qualified to do the particular work. Nothing in this Agreement prevents the Employer from dividing work on a single repair order.

Section 15.4. If a flat rate operation time allowance is thought to be inequitable, the employee shall perform the work as per the flat rate manual, but shall also ring the time clock and make an accurate accounting in writing for the time required to perform such work. This procedure shall be performed by employees in accordance with the following instructions:

- (a) The employee should perform the Flat Rate operation per the Factory Flat Rate Manual.
- (b) Hand tools only are to be used to perform the work unless a different policy and procedure is mandated by a specific manufacturer.
- (c) An accurate accounting of the time should be kept.
- (d) DO NOT have anyone bring the car to the employee.
- (e) DO NOT alter the manual's procedure in "any" way.

These steps are very important and any short cuts only hurt you in the long run.

- (f) After the time study has been completed, the Employer shall make copy for the employee. The Service Manager shall mail promptly a copy to the Association.
- (g) Upon receipt, copies will be made for all Service Managers of the particular line involved and sent to them (and the Union) with the understanding that they will perform the particular operation under the same conditions mentioned above and return them to the Association within fifteen (15) days.

If a majority of reports from the line indicate an inadequate time allowance, the Association shall notify the Employer of the employee making complaint, and the Employer shall file within five (5) days in writing, the request for review with the manufacturer. Evidence of such review application shall be submitted to the Association and the Union. Employer agrees to continue to inform the Association and the Union of the status of the review application every thirty (30) days until the factory involved makes a final determination as to whether or not the time allowance will be altered in their flat rate manual. Failure by the Employer to file such

application or to submit the status of the review application within the time periods as above shall constitute a violation of this Agreement.

Section 15.5. When a repair job is estimated, employees shall receive the stipulated flat rate per hour for the number of hours on the estimate they receive when they are assigned the job, including any supplements. If estimated repair time allowance is thought to be inequitable, employees may ring the time clock and make an accurate accounting of time required and be paid for same.

Section 15.6. Any established practice of straight time and/or flat rate shall not be changed during the period of this contract, except by mutual agreement between the Employer and the Union.

Section 15.7. **Comebacks.** Except as otherwise agreed by the Service Director and the employee involved, all labor performed on a flat rate basis, found to be unsatisfactory, shall be performed over in a satisfactory manner by the employee who did that work without additional pay. Time consumed in doing the work over shall not be counted as time worked for any purpose. If the employee who originally did the work is absent, the work shall be held for their return if practicable, if not, the time flagged by the employee who does the work over will be backflagged from the original employee's time in accordance with Section 15.8, not to exceed the original time flagged or other satisfactory adjustment will be made in accordance with individual shop practices. These provisions are subject to the following conditions:

- (1) The Employer shall furnish a copy of the original repair order to the employee involved. No employee shall be required to perform work without pay which he/she could not reasonably be expected to perform under the original repair order.
- (2) No employee will be expected to do work over without additional pay after one hundred and twenty (120) days or six thousand (6,000) miles, whichever occurs first.
- (3) A written notation of any questionable work must be made on the customer repair order at the time such work is performed, and the work shall not be guaranteed by either the Employer or the employee. Both the Employer and the employee shall sign or initial the repair order to signify agreement.
- (4) If an employee uses a spray test card for the purpose of matching paint and if the paint used corresponds to the correct manufacturer's color code and further if such spray test card is approved by a management representative and such employee is instructed to paint the job based on such spray test card, and if such paint does not match, the employee shall be paid to repaint the job.

Section 15.8. All time correction chargebacks shall be charged back to the employee only to the extent that the total time flagged exceeded the guarantee in the week or weeks such work was performed. This does not preclude correction of past records to accurately reflect work performed.

ARTICLE 16

Work Week and Overtime Provisions Five Day/Eight Hours

Section 16.1. The regular work week shall consist of five (5) days of not less than eight (8) hours each starting between 6:00 A.M. and 9:00 A.M. Monday through Friday or Tuesday through Saturday, inclusive. All work shall be on consecutive days after the starting day of the work week. The employee's starting time Monday or Tuesday morning will be that employee's regular starting time for the duration of that week and shall not be changed. Service Helpers may be required to work until 9:00 p.m. on Monday, Wednesday and Friday. A work day (day or night shift) shall consist of not less than eight (8) hours consecutive except for a lunch period not to exceed one (1) hour; to be taken between the fourth (4th) and fifth (5th) hours. Any other shift starting at any different time shall be considered night shifts; and such shifts starting between 9:01 A.M. and 5:00 P.M. shall receive twenty-five cents (\$.25) per hour, except employees shall retain present night shift differential; and such shifts between 5:01 P.M. and 11:30 P.M. shall receive forty-five cents (\$.45) per hour. However, no second shift shall start after 5:00 P.M. and no third shift shall start after 11:30 P.M. All employees working the Tuesday – Saturday shift shall be paid a shift premium of One Dollar and Twenty-Five Cents (\$1.25) per hour on every hour worked (for straight time employees) and on all hours booked (for flat rate employees) during the work week. The regular work week of forty (40) hours shall be reduced by eight (8) hours for each of the holidays specified in Article 6 which occurs or is celebrated therein, and the regular work week of an individual employee shall be reduced by eight (8) hours for each day in the work week on which the employee is absent.

Section 16.2. Time and one-half the regular rate shall be paid for all hours worked in excess of eight (8) hours in one day and for all hours worked in excess of the employee's work week as above defined.

Section 16.3. An employee working on flat rate shall receive a minimum of one-half of the hourly rate for the overtime hours worked in addition to what the employee made on flat rate, but not less than time and one-half the hourly rate for the time worked.

Section 16.4. The above overtime provisions shall apply to all days except Saturday after 12 o'clock Noon, Sunday and holidays. On Saturday after 12:00 o'clock Noon, Sunday and holidays, an employee working on flat rate shall receive at the hourly rate for each hour worked, an additional hour in addition to what the employee made on flat rate but not less than double the hourly rate for the time worked. Hourly paid employees shall receive double time at the specified hourly rate after 12 o'clock Noon on Saturday, Sunday and holidays.

Section 16.5. Overtime shall be assigned on a person-on-the-job basis. The person-on-the-job may be required to remain at work without prior notice for one (1) hour and complete the job he or she is working if said job may be completed within one (1) hour. Any employee required to work such overtime shall be permitted to leave the workplace as soon as he or she has completed the work in question. No such employee shall be required to work the above one (1) hour of mandatory overtime more than twice in any calendar month or on any day on which the employee has been excused for reasons satisfactory to the Employer. Overtime is mandatory, but unless required as described above or unless twelve (12) hours notice is given, 20% of the employees in the classification may be exempt at their request provided a then qualified employee is available to do the work. No employee will be required to work more than two (2) hours overtime on any given shift. Previously unassigned overtime opportunities shall be rotated on a fair basis over a reasonable period of time among employees within a classification determined by the Employer to be qualified to do the work.

Section 16.6. Employees called in for work outside of regular scheduled shift shall receive a minimum of four (4) hours at overtime rate for each time they are called, whether they work or not, provided they report for overtime work, at the designated time.

Section 16.7. The weekly minimum guarantees as set out in this Agreement are applicable to employees who report each work day for a full day's work and shall be proportionately reduced by the number of days and hours for which employee is unavailable for work.

Section 16.8. No employee shall receive overtime pay twice for the same hours worked or overtime and premium pay for the same hours worked. When employees are entitled to statutory overtime under the law and also additional overtime or premium pay under this contract, they shall be paid the larger of the two, but not both.

Section 16.9. If the number of Journeyperson Automotive Mechanic Technicians needed to work on the Tuesday – Saturday shift is not met by volunteers, then Journeyperson Automotive Mechanic Technicians may be required to work the Tuesday – Saturday shift in reverse order of seniority in a number not to exceed the schedule set forth below.

Maximum # of Journeyperson's that may be required to work Tuesday – Saturday Shift:

<u># Journeyperson Techs in Shop</u>	<u>Max # Journeyperson Techs Required to Work</u>
1 - 3	1
4 - 6	2
7 - 10	3
11 - 15	4

<u># Journeyperson Techs in Shop</u>	<u>Max # Journeyperson Techs Required to Work</u>
16 – 20	5
21 – 25	6
26 – 30	7
31 – 35	8

and a 1 for 5 ratio thereafter.

ARTICLE 16A

Flexible Work Week Options

Section 16A.1. Any Employer may at its option schedule a flexible work week of forty (40) hours Monday through Friday for any employee in any work week. Employees shall be scheduled to work either four (4) days of ten (10) straight-time hours, or five (5) days of eight (8) straight-time hours, except for a lunch period not to exceed one (1) hour in any one (1) day, to be taken between the fourth and sixth hours. The employee's starting time on the first day of their work week shall be that employee's starting time for the duration of their work week and shall not be changed except in emergencies due to unanticipated absenteeism or other cause beyond the control of the Employer. Service Helpers may be required to work until 9:00 p.m. on Monday, Wednesday and Friday. Except in such cases, employees shall be informed of any change in their normal work hours at least one (1) week in advance. Any shift starting between 6:00 A.M. and 9:00 A.M. shall be considered a first shift. Any shift starting between 9:01 A.M. and 5:00 P.M. shall receive twenty-five cents (\$.25) per hour, except employees shall retain present night shift differential; and said shifts between 5:01 P.M. and 11:30 P.M. shall receive forty-five cents (\$.45) per hour in addition to the regular pay scale. However, no second shift shall start after 5:00 P.M. and no third shift shall start after 11:30 P.M.; provided that it shall be permissible to have a third shift, without a second shift. The regular work week shall be reduced by the number of hours of an employee's regular work day, either eight (8) or ten (10) hours, for each of the holidays specified in Article 6 which occurs or is celebrated therein, and the regular work week of an individual employee shall be reduced by the same number of hours as in the scheduled work day for each day in the employee's work week on which the employee is absent.

Section 16A.2. Time and one-half the regular wage rate shall be paid for all hours worked in excess of the employee's scheduled work day and scheduled work week.

Section 16A.3. An employee working on flat rate shall receive a minimum of one-half of the hourly rate for the overtime hours worked in addition to what the employee made on flat rate, but not less than time and one-half the hourly rate for the time worked.

Section 16A.4. The above overtime provisions shall apply to all days except Saturday after 12 o'clock Noon, Sunday and holidays. On Saturday after 12:00 o'clock Noon, Sunday and holidays, an employee working on flat rate shall receive at the hourly rate for each hour worked, an additional hour in addition to what the employee made on flat rate but not less than double the hourly rate for the time worked. Hourly paid employees shall receive double time at the specified hourly rate after 12 o'clock Noon on Saturday, Sunday and holidays.

Section 16A.5. Overtime shall be assigned on a person-on-the-job basis. The person-on-the-job may be required to remain at work without prior notice for one (1) hour and complete the job he or she is working if said job may be completed within one (1) hour. Any employee required to work such overtime shall be permitted to leave the workplace as soon as he or she has completed the work in question. No such employee shall be required to work the above one (1) hour of mandatory overtime more than twice in any calendar month or on any day on which the employee has been excused for reasons satisfactory to the Employer. Overtime is mandatory, but unless required as described above or unless twelve (12) hours notice is given, 20% of the employees in the classification may be exempt at their request provided a then qualified employee is available to do the work. No employee will be required to work more than two (2) hours overtime on any given shift. Previously unassigned overtime opportunities shall be rotated on a fair basis over a reasonable period of time among employees within a classification determined by the Employer to be qualified to do the work.

Section 16A.6. Employees called in for work outside of regular scheduled shift shall receive a minimum of four (4) hours at the applicable overtime rate for each time they are called, whether they work or not, provided they report for overtime work at the designated time. This shall not apply in the situation where an employee willingly agrees to reschedule to another day during the week.

Section 16A.7. The weekly minimum guarantees as set out in this Agreement are applicable to employees who report each work day for a full day's work and shall be proportionately reduced by the number of days and hours for which employee is unavailable for work.

Section 16A.8. No employee shall receive overtime pay twice for the same hours worked or overtime and premium pay for the same hours worked. When employees are entitled to statutory overtime under the law and also additional overtime or premium pay under this contract, they shall be paid the larger of the two, but not both.

Section 16A.9. Holiday pay shall be paid for the number of hours in an employee's regular scheduled work day during the week in which such holiday falls, either eight (8) or ten (10) hours. Holidays falling outside the employee's regular work week, other than Sunday, shall be paid for with no additional time off. Vacations will be granted on a seven (7) calendar day per week basis and paid for at the rate of forty (40) straight time hours per week.

Section 16A.10. In implementing the flexible work week employees will be given initial choice of schedule by seniority provided they are qualified to perform the work to be done.

Thereafter, the Employer may elect to have a regular rotation of days off. Choice of eight or ten hour day shall continue to be by seniority as vacancies occur provided the employee is qualified to perform the work without additional training and with reasonable efficiency.

ARTICLE 16B

Six-Day Flexible Work Week Option

Section 16B.1. An Employer may establish within any classification an additional work week, Monday through Saturday, 6:00 A.M. - 6:00 P.M. and helpers may be required to work until 9:00 p.m. Monday, Wednesday and Friday. The regular work week under this option shall consist of four (4) days of not less than ten (10) hours each. Work weeks shall be rotated at least every two (2) weeks to provide five (5) consecutive days off on a recurring basis, except as otherwise agreed by the Employer and a majority of the employees in the classification affected by secret ballot vote. Any employee working a rotating six (6) day schedule under this Article shall receive a shift differential of forty-five cents (\$.45) per hour for all hours worked or booked, and all vacations, holidays and paid leave time taken while assigned to such schedule.

An Employer at its option may institute a ten (10) hour, four (4) day work week. All employees shall be guaranteed a forty (40) hour pay week and be subject to the provisions of this Agreement affecting flat rate (except Article 16 and 16A). The workforce will be divided into three (3) teams, A, B and C. Each team will work a ten (10) hour day with one-half (½) hour for lunch and two (2) fifteen minute breaks. Management will provide a weekly work schedule weeks in advance. Under this system, Saturday will be treated as a normal work day without premium pay. An example work schedule:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
A	X	X	X	X	OFF	OFF
B	X	X	OFF	OFF	X	X
C	OFF	OFF	X	X	X	X

At the Employer's discretion and subject to the needs of the business and the bidding provisions of this Article, individuals within the classification may continue to be scheduled for eight (8) hours per day five (5) days per week.

Each Employer may independently elect whether or not to utilize the provisions of this Article concerning a four (4) day work week.

Section 16B.2. Time and one-half the regular wage rate shall be paid for all hours worked in excess of the employee's scheduled work day and scheduled work week.

Section 16B.3. An employee working on flat rate shall receive a minimum of one-half (½) of the hourly rate for the overtime hours worked in addition to what he or she made on flat rate, but not less than time and one-half the hourly rate for the time worked.

Section 16B.4. The above overtime provisions (Sections 16B.2 and 16B.3) shall apply to all days except Saturday after 6:00 p.m., Sundays and holidays. On Saturdays after 6:00 p.m., Sundays and holidays, an employee working on flat rate shall receive the hourly rate for each hour worked, an additional hour at his or her regular, straight-time rate of pay in addition to what he or she made on flat rate, but not less than double the hourly rate for the time worked. Hourly paid employees shall receive double time at their regular, straight-time hourly rates on Sundays and holidays and on Saturdays after 6:00 P.M.

Section 16B.5. Overtime shall be assigned on a person-on-the-job basis. The person-on-the-job may be required to remain at work without prior notice for one (1) hour and complete the job he or she is working if said job may be completed within one (1) hour. Any employee required to work such overtime shall be permitted to leave the workplace as soon as he or she has completed the work in question. No such employee shall be required to work the above one (1) hour of mandatory overtime more than twice in any calendar month or on any day on which the employee has been excused for reasons satisfactory to the Employer. Overtime is mandatory, but unless required as described above or unless twelve (12) hours' notice is given, 20% of the employees in the classification may be exempt at their request provided a then qualified employee is available to do the work. No employee will be required to work more than two (2) hours overtime on any given shift. Previously unassigned overtime opportunities shall be rotated on a fair basis over a reasonable period of time among employees within a classification determined by the Employer to be qualified to do the work.

Section 16B.6. Employees called in for work outside of their regular scheduled shift shall receive a minimum of four (4) hours at the applicable overtime rate for each time they are called, whether they work or not, provided they report for overtime work at the designated time. This shall not apply in the situation where an employee willingly agrees to reschedule to another day during the week.

Section 16B.7. The minimum weekly guarantees as set out in the Agreement are applicable to an employee who reports each day for a full day's work and shall be proportionally reduced by the number of days and hours for which the employee is unavailable for work.

Section 16B.8. No employee shall receive overtime pay twice for the same hours worked or overtime and premium pay for the same hours worked, and where two provisions are applicable the larger shall apply, but not both. When an employee is entitled to statutory overtime under the law and also additional overtime or premium pay under this Agreement, he or she shall be paid the larger of the two, but not both.

Section 16B.9. Holiday pay shall be paid for the number of hours in an employee's regularly scheduled work day during the week in which such holiday falls, either eight (8) or ten (10) hours. Holidays falling outside the employee's regular work week, other than Sunday, shall be paid for with no additional time off. Vacations will be granted on a seven (7) calendar day per week basis and paid for at the rate of forty (40) straight-time hours per week (Monday through Sunday).

Section 16B.10. In implementing the flexible work week, employees will be given initial choice of schedule by seniority provided they are qualified to perform the work with reasonable efficiency without additional training. Thereafter the Employer may elect to have a regular rotation of days off. Choice of eight (8) or ten (10) hour days and starting times shall continue to be by seniority as vacancies occur provided the employee is so qualified to perform the work to be done. Days off (other than Sundays) shall be consecutive unless otherwise agreed by the Employer and the individual employee, and schedules shall be rotated so as to maximize consecutive days off as much as practicable, except as otherwise agreed by the Employer and a majority of the employees in the classification involved after a secret ballot vote.

Section 16B.11. Notwithstanding the other provisions of this Agreement, subject to the needs of the business and with reasonable advance notice, employees working on the six (6) day rotating work week and the Service Manager may schedule up to four (4) of their vacation days individually each year. Subject to the needs of the business, employees upon request may be permitted by the Service Manager to swap one (1) working day per quarter with another employee on the rotating schedule or with one of his own days off in the same work week. The Employer may also limit this to one swap per week per Department.

ARTICLE 17

Tool Insurance and Allowance

Section 17.1. Employer agrees to carry insurance coverage on the employee's tools to cover fire, theft, and forced entry in the amount of \$35,000.00 with \$200.00 deductible on each loss, provided the employee furnishes written inventory of tools to be covered to the Employer. If the Employer does not furnish coverage or forward the inventory to the Association, Employer shall be liable for same. Tool box must be secured in a manner agreeable to the employee, Employer and insurance carrier.

Section 17.2. No employee shall be required to take out insurance other than that required by law.

Section 17.3. All Journeyperson Technicians who may be required by the Employer to furnish tools with a value of at least \$7,000.00 shall be paid a tool allowance of up to \$710.00, payable on the anniversary date of their employment or promotion to such classification. All other classifications who are likewise required to furnish tools with a value in excess of \$1,500.00 shall also be paid a tool allowance of up to the amounts set forth in this Section. All tool allowance payments will be contingent on the employee filing the inventory required in Section 17.1. In order to preserve the status of their tool allowance as non-taxable expense reimbursement in accordance with the requirements of the Internal Revenue Code, reimbursement will only be made when the employee presents a receipt for the purchase of a new, unused, job related tool or the documented repair of a job related tool (in accordance with IRS Regulations and acceptable to the Employer) within the preceding five days. Such receipts shall be accumulated during each anniversary year and employee will be reimbursed at the end of

the year for such actual out-of-pocket expenses as have been incurred. The Employer may mark the tools for identification purposes.

For employees actively employed less than twelve (12) full calendar months in any one (1) year, those employees shall only receive a pro rata tool allowance predicated on the vacation pay.

ARTICLE 18

Service Meetings and Training

Section 18.1. Service Meetings. A monthly meeting of the entire service personnel is deemed by the Union and the Employer to be an absolute necessity for the common interest and benefit of all parties concerned. Therefore, all members are requested and urged by the Union and the Employer to attend these meetings in answer to a call for same by management, except that employees shall not be requested to attend on regular Union meeting nights.

Section 18.2. Employer Required Training/Testing. The Employer may require any employee to attend training/testing for up to eighty (80) hours per year at no expense to the employee and Employer shall not require the employee to perform training/testing at home. Employees attending required training/testing will be paid twenty-five dollars (\$25.00) for each two (2) hour increment or portion thereof of required training/testing successfully completed. The length of required training/testing shall be the actual class instruction time for classroom based training or the established/published time of the training program or test for self taught training/testing. Employees shall be paid their regular hourly rate of pay for all training during their regular work hours. If any service or service instruction meetings are held outside the Metropolitan St. Louis Area, and attendance is required by the Employer, then the employees covered by this Agreement shall be paid regular work week time or a portion thereof, and traveling expenses to and from such meetings.

Section 18.3. Posting of Employer Sponsored Voluntary Training. The Employer shall display the periodic training schedules published by the manufacturer and the number, type and time of the voluntary training, if any, the Employer will sponsor during the applicable period. Employer shall retain the right to cancel any training scheduled. Employees may sign up for the voluntary training within the time limits set by the Employer. If more than one (1) employee is signed up for specific voluntary training, seniority within the classification shall govern.

Section 18.4. Voluntary Training. The Employer will pay all tuition and book costs for any actively employed employee who requests an appropriate course of study, subject to the following conditions:

- (1) The Employer must approve the proposed course as reasonably related to the employee's present job.

- (2) The Employer must approve the school, but schools such as Ranken, the Community Colleges and factory schools are recognized as normally acceptable.
- (3) The course must be taken outside of regular working hours unless otherwise agreed by the Employer and the employee.
- (4) Except as otherwise mutually agreed by the Employer and the employee in writing, the Employer is not required to pay for more than one (1) course (one term) for any employee in one (1) year.
- (5) The Employer may deduct the tuition and book costs so advanced from the pay of any employee who does not complete the course with a passing grade of C or better (or the school's equivalent of such grade); provided that no such deduction shall exceed the amount which could be deducted for a garnishment in any week until fully paid.

The Union and the Association may jointly approve a list of appropriate courses prior to each term to be sent by the Association to each Employer for posting on the employee bulletin board. The Employer will post any such list and notice of all factory training programs and other appropriate training opportunities.

ARTICLE 19

State or National Health Legislation

Section 19.1. In the event of the passage of national or state health insurance legislation which substantially, materially affects the benefits provided by the I.A.M.A.W. Welfare Trust (including the dental and vision service plans) or the total cost to the Employer and employees of providing such welfare benefits (including any new or increased taxes for that purpose), either party may reopen this Agreement upon sixty (60) days' written notice to the other for the purpose of negotiating new or revised welfare and/or wage provisions to reflect such changed conditions. If the parties cannot agree on a resolution of their differences, they shall either submit their dispute to final offer (baseball type) arbitration by mutual agreement at that time or, if both parties are not mutually agreeable to arbitration under those conditions then, notwithstanding the provisions of Section 8.1, the parties shall be free to use all lawful, economic recourse to settle such dispute.

ARTICLE 20

Employee Liability Due to Negligence

Section 20.1. The Employer may charge an employee for negligence resulting in loss or damage, but shall not make any deduction from the employee's pay due to same without written approval of the employee. With the prior written approval of the employee, the Employer may deduct any damages from the employee's wages (but not below minimum wage and not to

exceed ten percent (10%) of disposable income for a head of household or twenty-five percent (25%) of disposable income for all other employees) upon two weeks' notice to the employee. In the event of a grievance the Mediation Committee shall be limited to determining whether or not the employee is negligent and whether the Employer suffered the loss. No employee may be discharged or threatened with discharge under any provision of this Agreement because of their refusal to agree to a deduction under this Article, but such dispute may be taken to the Mediation Committee by either the Employer or the employee. If the Mediation Committee upholds the Employer, then the amount of the loss may be deducted subject to the above maximums.

ARTICLE 21

Laundry and Uniforms

Section 21.1. The Employer shall furnish clean uniforms equal to two (2) times the number of regular work days in a regular work week plus one clean uniform at its expense. The Employer will provide each Employee the option of short sleeve shirts in the summer and long sleeve shirts in the winter subject only to the notification and sign up requirements required by the uniform provider or the reasonable, uniformly imposed notice and sign up requirements imposed by the Employer. The employee shall be responsible for the cost of any lost or damaged uniforms charged to the Employer by its uniform supplier subject to the grievance procedure. The Employer shall furnish, at its cost and expense, all special protective clothing and safety equipment required by it, and any employee's failure to use such protective clothing and safety equipment shall constitute a violation of General Shop Rules, Section 24.2(4) and (12). The Employer shall also keep on hand a reasonable amount of raingear for use by employees at the shop.

ARTICLE 22

Discrimination

Section 22.1. No employee shall be discriminated against by Employer for living up to and observing the provisions of this Agreement, nor will they discriminate against any employee for lawfully engaging in or refraining from engaging in Union activities.

Section 22.2. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment or termination of employment because of such individual's race, creed, color, religion, age, sex, pregnancy, national origin or ancestry, veteran's status (as provided by law), handicap or disability which does not interfere with the performance of essential job functions (with or without reasonable accommodation which does not require undue hardship to the Employer as provided by law) or other legally protected status.

Any employee who feels he/she is the victim of any discrimination shall have the responsibility to report same to his/her supervisor; or if he/she feels uncomfortable in reporting

the matter to such person, then to the chief executive officer or the individual designated by the Employer.

ARTICLE 23

Limited Ability Employees

Section 23.1. Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner because of limited ability or any other cause, as agreed by the parties to this Agreement, shall receive wages fixed by negotiation between the parties hereto.

ARTICLE 24

Shop Rules

Section 24.1. Employer may adopt rules and regulations affecting the conditions of employment which are not inconsistent with the terms of this Agreement. Such rules and regulations must be mutually agreed to by the Union and Employer and be posted in a prominent place in the shop.

Section 24.2. The following General Shop Rules become a part of this Agreement. Violation of the following fourteen (14) rules may result in a suspension of up to forty (40) hours or immediate discharge, at the Employer's discretion.

- (1) No employee will drink alcoholic liquors on the premises, use or possess illegal drugs, controlled substances or alcoholic liquors, or report to work under the influence of alcoholic liquor, illegal drugs or controlled substances.
- (2) No employee shall perform work on their or any other individual's personal vehicle in the shop, unless prior approval has been obtained from the service manager, and they have been furnished with an official job ticket by the Employer.
- (3) Except in an emergency, time off during regular working hours must be requested from and approved by the employee's department supervisor, and the employee may not leave the premises during regular working hours without clocking out except on Company business.
- (4) No employee shall be insubordinate or fail to obey working instructions of Employer, unless such working instructions require the commission of an illegal act, nor shall such employee commit any illegal act.
- (5) No employee shall misappropriate any property of the Employer, employees, or customer, or engage in any other act of dishonesty.

- (6) No employee shall engage in immoral or indecent conduct; use obscene or abusive language to or in front of customers or other personnel.
- (7) No employee shall use any company or customer vehicle without permission.
- (8) No employee shall engage in a fight. At Employer's discretion, discipline may be restricted to the aggressor only.
- (9) No employee may violate Sections 12.1 or 12.2 of this Agreement (prohibiting certain work for others) or make any purchase or sale of any vehicle from any individual who has been in contact with their Employer without prior written consent of the Employer, except for the bona fide personal use of the employee or their spouse or children.
- (10) No employee may request someone else to punch, or punch someone else's timecard in or out or make or cause to be made any false entry on any Employer record affecting an employee's pay or a customer's or insurance company's charges.
- (11) No employee may violate Section 32.1 (relating to excessive garnishments).
- (12) No employee shall fail to comply with the rules and regulations required under the Occupational Safety and Health Act as implemented by the Employer provided they have been given notice of such rules. In addition to discipline any employee shall be liable for any penalty assessed for their individual non-compliance.
- (13) No employee shall engage in sexual, racial, or other harassment because of a status protected by law of any employee, customer, or vendor of the Employer.
- (14) No employee shall fail to disclose the loss of any required license in writing to their Department Head on his or her first work day after he or she receives notice of such loss of license.

Violation of the following eleven (11) rules will result in disciplinary action as follows:

<u>First Infraction:</u>	Letter of warning
<u>Second Infraction:</u>	Suspension of up to forty (40) hours or immediate discharge at the Employer's discretion
<u>Third Infraction:</u>	Immediate discharge

- (15) No employee shall be repeatedly careless or produce unsatisfactory work.

- (16) No employee can refuse to perform any work on the basis of the flat rate manual or estimate.
- (17) Smoking is prohibited in all new, used and customer vehicles and all areas so designated by the Employer, and any violation creating a serious safety hazard may be treated the same as a violation of the first fourteen rules of this Section 24.2.
- (18) Uniforms are for work and are not to be worn away from the shop, except during lunch period or by permission of the Employer and except to wear a clean uniform directly from home to work and back.
- (19) Vacation periods must be strictly adhered to as to dates and durations.
- (20) All employees must report to work and be ready to go to work in work clothing at the time specified by the management and remain on the job during their scheduled work hours in work clothing except for a lunch period specified or where permission is given to leave the premises.
- (21) In order to promote equal services to all, employees shall discourage and refuse to accept gratuities offered by customers.
- (22) All employees shall make every effort to police work stalls and keep locker rooms and lockers provided clean and presentable at all times.
- (23) Where the use of time clocks is required, all employees will personally punch their own "time in" and "time out", not more than seven (7) minutes before starting or seven (7) minutes after quitting time. Employees will also personally punch in and out on the same basis before and after the lunch period.
- (24) All employees shall refrain from engaging in horseplay while on the Employer's premises during business hours.
- (25) If good cause for an absence is not provided or the employee fails to personally notify their immediate supervisor or designated individual of the cause and extent of an absence prior to the beginning of their shift, either of such actions will subject them to disciplinary action. Each day will be considered a separate infraction.

Section 24.3. When employees are believed to be in an unfit condition to perform their work or when there is reasonable suspicion of a violation of Shop Rule (1) of Section 24.2 of this Agreement, they may be subject to undergo testing (at Company expense) by a certified laboratory to determine if they are under the influence of any alcoholic beverage, controlled substance or drug. If employees refuse to undergo such testing, they will be subject to discipline under Shop Rule (1) of Section 24.2. Prior to discharging any employee who tests positive, the

Employer and the Union shall discuss whether rehabilitation and conditional probation is more appropriate under the circumstances. Violation of Shop Rule 1 will be considered grounds for discharge and could result in forfeiture of Worker's Compensation benefits in case of an injury. In addition, your Worker's Compensation benefits may be reduced for an injury caused by willful failure to use safety devices or failure to obey other posted safety rules. Please note Missouri Worker's Compensation Act Sections 287.120-5 and -6 which have been posted in our shop and are applicable to you.

ARTICLE 25

Funeral Leave

In case of death of mother, father, brother, sister, husband or wife, child, immediate grandparent or immediate grandchild of a regular, full-time employee who has successfully completed their probationary period, the Employer will, upon request, grant a necessary leave of absence up to and including a maximum of three (3) work days with pay at straight-time hourly rates (excluding any shift premium), which time shall not be considered as time worked. Such funeral leave of absence shall be limited to three (3) consecutive days beginning with the day of death but not extending beyond the day of funeral, with pay for the hours on those days which would have been scheduled working hours for the employee. If requested by the Employer, to qualify for payment, the employee must show relationship and attendance at the funeral.

ARTICLE 26

Subcontracting Work

Section 26.1. In order to provide covered employees with the maximum job security, it is hereby agreed the Employer will not permit any of its employees who are not in the bargaining unit covered by this Agreement to do any of the work which is performed by employees within the bargaining unit.

Section 26.2. The Employer further agrees that when it becomes necessary to send out any work which would be classified as work generally performed by the bargaining unit described herein, whether or not such work had been subcontracted prior to the execution of this Agreement, such work will be sublet to Employers whose wages and working conditions are comparable to those established by and for the industry.

Section 26.3. The Employer agrees that when one or more employees in the bargaining unit is on current layoff status, no work generally performed by these employees will be sublet on a continuing basis.

The Employer agrees to replace any employee who leaves the bargaining unit for any reason provided the Employer determines that there is a reasonable amount of work available within the Union's jurisdiction which would justify the employment of a full-time regular employee.

ARTICLE 27

Sick Leave

Section 27.1. All employees covered by this Agreement who were hired by the Employer prior to August 1, 2004 and all such employees retained at a signatory dealership whose ownership is transferred or sold to another signatory dealer or such employees who, change jobs from a current signatory group dealer and immediately begin work for another current signatory group dealer and who are employed by the Employer for a period of twelve (12) months or more shall be entitled to two (2) work weeks' annual sick leave with pay at the guaranteed rate for their classification.

All employees covered by this Agreement who were hired by the Employer on or after August 1, 2004 and who are employed by the Employer for a period of twelve (12) months or more shall be entitled to one (1) work week's annual sick leave with pay at the guaranteed rate for their classification. The term "annual sick leave" shall be defined as the period of time from August 1st to July 31st. Payment shall be required only and benefits under this provision shall accrue commencing with the eighth (8th) consecutive day of illness or injury when supported by a doctor's certificate, if requested by Employer; provided, however, that payment shall be required only and benefits under this provision shall accrue, commencing with the fourth (4th) consecutive day of illness or injury for any employee hired by the Employer prior to August 1, 2004 and all such employees retained at a signatory dealership whose ownership is transferred or sold to another signatory dealer or such employees who change jobs from a current signatory group dealer and immediately begin work for another current signatory group dealer and who have ten (10) years or more seniority with the dealer. Such pay shall not be supplemental to, but shall be reduced by any amount due employee under Worker's Compensation Law or the Welfare Plan hereinafter provided for. When an employee has lost forty (40) straight-time hours or more due to accident or injury on the job and files for Worker's Compensation, said payment shall start with the first day.

No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure themselves or another, venereal disease or the use of alcohol or drugs.

Section 27.2. Any employee on sick leave must furnish the Employer their treating doctor's certificate at the beginning of such sick leave and at least every sixty (60) calendar days thereafter. The Employer may request additional medical documentation concerning the status of the employee by directing such request, by certified mail, return receipt requested, to the employee's last known address or by any other method that provides for written verification of delivery of said notice directly to the employee. Failure of the employee to reply to the Employer in writing furnishing such requested information within fifteen (15) days of the date of such letter or delivery, shall be a voluntary termination. Reasonable extensions for replies may be granted for reasons satisfactory to the Employer.

ARTICLE 28

Job Classifications, Wage Rates and Guarantees

Section 28.1. All wages shall be revised in accordance with this Agreement as follows:

<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>
\$0.25	\$0.25	\$0.25

Hourly Rates

The following hourly rates are applicable to employees working on straight time:

JOURNEYPerson TECHNICIANS GROUP NO. 1 & GROUP NO. 2: Includes all employees classified as journeypersons performing mechanical work and all employees classified as journeypersons performing body shop work:

<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>
\$23.25	\$23.50	\$23.75

Guarantee Per Week

<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>
\$930.00	\$940.00	\$950.00

Section 28.2. Dispatchers/Towerpersons, Service Salespersons, Time Flaggers and Working Foremen covered by this Agreement shall receive:

<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>
\$23.38	\$23.63	\$23.88

Section 28.3. Truck and Chassis Work. All work performed on trucks and chassis over one (1) ton or modified chassis will be paid an additional \$1.00 per hour over the employee's classification rate of pay for all hours booked.

Section 28.4. The following rates are applicable to employees working on flat rate:

Flat Rate

Journey person No. 1

<u>Effective 10/1/2004</u>	<u>Effective 10/1/2005</u>	<u>Effective 10/1/2006</u>
\$23.25	\$23.50	\$23.75

Journey person No. 2

<u>Effective 10/1/2004</u>	<u>Effective 10/1/2005</u>	<u>Effective 10/1/2006</u>
\$22.60	\$22.85	\$23.10

Flat Rate

JOURNEYPERSONS GROUP NO. 1: Includes all employees classified as journey persons performing mechanical work:

Guarantee Per Week

<u>Effective 10/1/2004</u>	<u>Effective 10/1/2005</u>	<u>Effective 10/1/2006</u>
\$930.00	\$940.00	\$950.00

JOURNEYPERSONS GROUP NO. 2: Includes all employees classified as journey persons performing body shop work and painting:

Guarantee Per Week

<u>Effective 10/1/2004</u>	<u>Effective 10/1/2005</u>	<u>Effective 10/1/2006</u>
\$904.00	\$914.00	\$924.00

The above classifications of employees shall be guaranteed not less than the above rates at above effective dates.

Section 28.5. Incentive Bonus. Journeyperson Technicians (excluding Bodypersons and Painters) working flat rate shall receive the following additional bonus retroactive to the first hour booked for any hours booked over forty (40) in each work week (adjusted for overtime, holidays and absences for reasons satisfactory to the Employer). Any Specialist working flat rate shall receive seventy percent (70%) of the following additional bonus retroactive to the first hour booked for any hours booked over forty (40) in each work week (adjusted for overtime, holidays and absences for reasons satisfactory to the Employer).

Regular Hourly Bonus (1)

<u>Hours Booked</u>	<u>Hourly</u>	<u>Total</u>
40	\$0.10	\$ 4.00
45	\$0.40	\$18.00
50	\$0.65	\$32.50
55	\$0.78	\$42.90
60	\$0.88	\$52.80
65	\$1.03	\$66.95
70 or More	\$1.15	\$80.50

L1 Certified Hourly Bonus (2)

<u>Hours Booked</u>	<u>Hourly</u>	<u>Total</u>
40	\$0.20	\$ 8.00
45	\$0.48	\$21.60
50	\$0.72	\$36.00
55	\$0.83	\$45.65
60	\$0.90	\$54.00
65	\$1.05	\$68.25
70 or More	\$1.20	\$84.00

Master Technician Bonus (3)

<u>Hours Booked</u>	<u>Hourly</u>	<u>Total</u>
40	\$0.40	\$16.00
45	\$0.56	\$25.20
50	\$0.79	\$39.50
55	\$0.88	\$48.40
60	\$0.92	\$55.20
65	\$1.07	\$69.55
70 or More	\$1.30	\$91.00

- (1) All journeypersons who have successfully completed their probationary period shall participate in the Regular Hourly Bonus set forth above.
- (2) All journeypersons who have successfully completed their probationary period and who are L1 Certified (individual having successfully passed Sections 6 and 8 of the ASE Certification and having successfully passed the L1 Certification and which individual continues to be L1 Certified) shall not participate in the Regular Hourly Bonus above, but shall instead participate in the L1 Certified Hourly Bonus set forth above.
- (3) All journeypersons who have successfully completed their probationary period and who are also L1 Certified and who have also successfully passed and are maintaining all ASE Certifications (currently 8) and who have also successfully completed and are currently maintaining all of the applicable *Master Technician Certifications* or its equivalent (highest level of training certification) from their respective car manufacturer shall not participate in the Regular Hourly Bonus or the L1 Hourly Bonus, but shall instead participate in the Master Technician Bonus set forth above.

Hours which fall between the five (5) hour brackets shall be bonused at the hourly bonus rate for the next lower bracket.

Section 28.6. Service Helpers shall receive: Start at 40% of Journeyperson Group No. 1 pay; after six (6) months = 45%; and after one (1) year = 50%.

Section 28.7. Service Greeters shall receive: Start at 40% of Journeyperson Service Sales persons pay per Section 28.2; after six (6) months = 45%; and after one (1) year = 50%.

No Employer may hire a new Service Greeter (except as a replacement for one who leaves) if an employee in that seniority classification is on layoff (and subject to any such laid off employee's right to the Service Greeter vacancy under Section 5.2 of this Agreement).

Section 28.8. Service Writer Trainee. Any individual hired as a Service Writer Trainee with no previous experience with the Employer in such capacity may be hired and compensated in accordance with the following schedule:

	<u>Percentage of Service Writer Scale</u>
First Year	60%
Second Year	70%
Third Year	80%
Fourth Year	90%
Fifth Year and Over	100%

The Employer agrees to pay tuition to attend appropriate schooling. As a condition of continued employment, the Trainee will attend schooling on their own time, without compensation.

Section 28.9. Required Documentation. No employee shall be paid for any time flagged or repair order turned in unless the employee has documented the complaint, cause, and correction on all work performed as required by factory guidelines for reimbursement for warranty work. This applies to both customer pay and warranty work. Any inadequately documented repair order and accompanying paperwork shall be returned to the employee performing the work not later than the employee's second work day following the day on which such work was performed.

Section 28.10. For Service Writers, any Employer may propose a written incentive pay plan to which the contract's hourly wage and overtime provisions shall not apply. If proposed, all of the employees at a particular dealership in this classification who are affected by the plan will vote by secret ballot on acceptance of the plan by a majority vote. If accepted, each employee shall go on the incentive plan. After one year, and every two years thereafter, the Employer or the affected employees, by a majority vote, may discontinue such plan. Any revisions to the plan shall be handled in the same manner as the original acceptance procedure. Employees placed in this classification after any incentive plan is instituted can be assigned to the plan or, for a period not to exceed six (6) months, to the regular hourly rate at the Employer's option.

ARTICLE 29

Apprentices

Section 29.1. The starting rate for apprentices shall be 60% of Journeyperson pay, with an increase of 5% of Journeyperson pay each six (6) months in accordance with the following schedule:

Journeypersons No. 1 Apprentices (Mechanics) (per hour)

	<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>	<u>%</u>
Starting Rate	13.95	14.10	\$14.25	60
After 6 Months	15.11	15.28	15.44	65
After 1 Year	16.28	16.45	16.63	70
After 1 ½ Years	17.44	17.63	17.81	75
After 2 Years	18.60	18.80	19.00	80
After 2 ½ Years	19.76	19.98	20.19	85
After 3 Years	20.93	21.15	21.38	90
After 3 ½ Years	22.09	22.33	22.56	95
After 4 Years	23.25	23.50	23.75	100

Journeypersons No. 2 Apprentices (Bodypersons & Painters) (per hour)

	<u>Effective</u> <u>10/1/2004</u>	<u>Effective</u> <u>10/1/2005</u>	<u>Effective</u> <u>10/1/2006</u>	<u>%</u>
Starting Rate	13.56	13.71	13.86	60
After 6 Months	14.69	14.85	15.02	65
After 1 Year	15.82	16.00	16.17	70
After 1 ½ Years	16.95	17.14	17.33	75
After 2 Years	18.08	18.28	18.48	80
After 2 ½ Years	19.21	19.42	19.64	85
After 3 Years	20.34	20.57	20.79	90
After 3 ½ Years	21.47	21.71	21.95	95
After 4 Years	22.60	22.85	23.10	100

Any employee who has completed his or her apprenticeship as a Bodyperson (and who is not working on flat rate) shall be paid at the hourly rate provided in Section 28.1, above, for all body shop work performed at straight-time.

Section 29.2. The employment of apprentices and the conditions associated therewith shall be in accordance with the Automotive Mechanics Apprenticeship Advisory Pattern Standards, a copy of which is attached hereto and becomes a part of this Agreement.

Section 29.3. An automotive mechanic apprentice is one who has been employed to learn the automotive mechanics' trade and shall be given full opportunity to do so and will be advanced as rapidly as their knowledge and fitness merit upon approval of the Apprenticeship Advisory Committee.

Section 29.4. One (1) apprentice may be employed for each three (3) journey-persons employed in each shop, but in any event, one may be employed in each shop.

Section 29.5. The apprentices' wages shall be determined by their previous experience and the contract rate.

Section 29.6. All apprentices shall be selected in accordance with the Automotive Apprenticeship Advisory Pattern Standards.

Section 29.7. Apprentices shall be rotated and work assigned within the shop so that they shall be given a full opportunity to learn the automotive trade. They shall work with the assistance of a journey-person until they have completed their first year of apprenticeship or equivalent subject to approval of the Joint Apprenticeship Advisory Committee. Starting the second year of apprenticeship, apprentices may be placed on shop rotation with journey-persons for all jobs they are capable of performing. When a flat rate journey-person is required to instruct an apprentice during their second, third and fourth year, the flat rate journey-person shall receive time and one-quarter (1/4) for the actual time spent on instructions.

Section 29.8. Apprentices with less than two (2) years' credited service shall work days when attending night school, if possible. After two (2) years' credited service, apprentices shall work eight (8) hours in shop on day of attending school if possible, or until day school is available.

Section 29.9. Subject to the provisions of Section 29.12, the Employer will pay an apprentice's tuition to attend the apprenticeship school. It is compulsory that apprentices attend school each week on their own time without compensation. This is a condition of employment.

Section 29.10. The Employer shall furnish to the Apprenticeship Advisory Committee a review of the apprentice's work record each six (6) months on forms furnished by the Apprenticeship Advisory Committee.

Section 29.11. Apprentices shall be credited with all of their seniority the same as a journey-person during their apprenticeships and also upon the completion of their apprenticeships except in cases where the one-to-three ratio would be exceeded.

Section 29.12. No apprentice shall be permitted to change employers prior to the end of their apprenticeship term except with the approval of the Union and the Association for good cause shown or if laid off. The Employer shall advance the tuition and other expenses of schooling to an apprentice, and may, at its option, reimburse itself for such costs from the apprentice's paycheck at a rate not to exceed twenty-five dollars (\$25.00) per week. Such reimbursement shall be held by the Employer without interest until such time as the employee either completes their apprenticeship with the Employer or leaves the Employer through no fault of their own, otherwise it shall be forfeited to the Employer.

Section 29.13. **Associate Degree Program.** Apprentices enrolled in an Associates Degree Program will, after the first instruction/classroom segment before reporting for work, become an indentured Union member. Their seniority will start the day they begin their work experience at the Dealership. Provided the apprentice does not work six hundred and fifty (650) hours in one plan (calendar) year, the Employer will not be obligated to pay contributions for Health & Welfare, Dental, Vision and Pensions (the apprentice will not be covered by these plans). Should the apprentice work six hundred and fifty (650) hours or more in a plan (calendar) year, the Employer will be obligated to pay contributions for all hours worked (including the six hundred and fifty (650) qualifying hours) in accordance with this Agreement. Once a cumulative total of one thousand (1,000) hours of service is earned, contributions are payable immediately.

Associates Degree apprentices graduating with an eighty-five percent (85%) grade point average or higher will receive a minimum of two (2) years of credit towards their apprenticeship. Those that graduate with eighty-four percent (84%) or less will receive a minimum of one (1) year of credit toward their apprenticeship.

ARTICLE 30

Specialists

Section 30.1. The Union and the Employer agree to the establishment of a Specialist classification for the purpose of performing only special repair operations. No present journeyman shall be paid less than the applicable journeyman rate except as provided for in Article 23 (Limited Ability) or in accordance with Section 5.2 when bumping. Each Employer may hire a specialist for each three (3) journeymen (including apprentices) currently employed. However, every Employer may hire at least one (1) specialist.

Section 30.2. The specialist pay rate is 70% of the Journeyman Group No. 1 rate. It is agreed that only journeymen will do technical work: examples being, tune-up, brake work, major electrical, transmission adjustment, etc. The Specialist classification will not be started by any Employer while any journeymen or apprentices who are qualified to perform the work are on layoff from that Employer's shop.

Section 30.3. The Specialist shall be able to perform the following operations or tasks and any helper work (Section 1.5):

- (1) State inspections.
- (2) Transmission fluid, differential lubrication, lubrication, engine oil and engine oil filter replacement.
- (3) Wheel rotation and wheel bearing repacking.
- (4) Air cleaner and element cleaning or replacement.
- (5) Fuel filter cleaning or replacement of filter (providing major components need not be removed).
- (6) All water hose replacement, radiator R & R (no heater core R & R).
- (7) P.C.V. clean or replace.
- (8) Exterior or interior lens or bulb and door courtesy light switches, repair, replacement and adjustments.
- (9) Battery and/or cable replacement or cleaning.
- (10) Check timing, minor adjustments and A.C. and accessories installation.
- (11) Replace shocks or struts, load leveler shocks or struts, suspension air bags.
- (12) Rattles, squeaks, door and manual window adjustments and alignment, wind noises, water and dust leaks.
- (13) External drive belt adjustments or replacements.
- (14) Windshield washer pump, wiper transmission, wiper motor and/or blade cleaning or replacement, providing major components need not be removed.
- (15) Flushing and refilling cooling systems.
- (16) Speedometer cable and housing lubrication or replacement providing cable can be removed without disassembling or removing any other component.
- (17) Horn, horn relay, horn ring or button replacement.
- (18) Headlamp alignment.

- (19) Door and door lock adjustments and/or striker adjustments and replace power actuator (providing major components need not be removed).
- (20) Exhaust system replace or repair, and heat riser replace or repair.
- (21) Replacement of cigarette lighter sockets and elements, clock R & R (providing these can be replaced without removal of major components).
- (22) Turn signal flasher, voice modules, chimes, and emergency flasher unit. Replacement only.
- (23) Fuse and fuse assembly replacement.
- (24) Radio, speaker, antenna installation, removal and replacement, providing major components need not be removed.
- (25) Exterior and interior mirror replacement.
- (26) Weatherstrip replacement.
- (27) Rustproof, strip, sand, mask, polish, change tires, wash vehicles, and assist any technician as requested by that technician.
- (28) Adjust brakes and manual clutch.
- (29) Install and repair aftermarket burglar alarm systems.
- (30) Alternator or generator replacement (provided major components need not be removed).
- (31) Power steering maintenance services.

ARTICLE 31

Employment Application

Section 31.1. The Employer may use such employment application as it desires. Employees who deliberately misrepresent facts or omit information required on their employment application are subject to discharge at any time within thirty (30) calendar days of the discovery of the misrepresentation provided the Employer reasonably believes that such information remains material to their continued employment.

ARTICLE 32

Garnishments

Section 32.1. An Employer may discharge any employee when such employee's earnings are subject to two (2) or more garnishments from more than one (1) indebtedness (other than child support) within a period of one (1) year, or otherwise as permitted by law.

ARTICLE 33

Delinquency--Health and Welfare or Pension Funds

Section 33.1. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of its contribution to the Health and Welfare or Pension Fund or Funds including the Dental Benefit Plan and Vision Service Plan created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives, after the proper official of the Union shall have given 72-hour notice to the Company of such delinquency in any of the above Health and Welfare or Pension Fund payments, shall have the right to take such action as they deem necessary until such delinquent payments are made; and it is further agreed that in that event such action is taken, the Company shall be responsible to the employees for contractual losses resulting therefrom.

The above clause applies to an undisputed delinquency owed by the Employer.

ARTICLE 34

Health and Welfare Plan

Section 34.1. The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days. For all months in calendar year 2004 occurring during the term of this Agreement, the monthly contribution rate shall be \$525.00 per employee. For all months in calendar year 2005 occurring during the term of this Agreement, the monthly contribution rate shall be \$625.00 per employee. For all months in calendar year 2006 occurring during the term of this Agreement, the monthly contribution rate shall be \$750.00 per employee. For all months in calendar year 2007 occurring during the term of this Agreement, the monthly contribution rate shall be \$900.00 per employee. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first work day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the Officers of the Association.

Contributions made pursuant to this Article shall be held in trust by a Board of Trustees consisting of two Trustees representing the Union, two Trustees representing the contributing employers and one neutral Trustee, and that said contributions shall be held and administered in accordance with the District No. 9, I.A.M.A.W. Welfare Trust, as amended from time to time, to which Trust the Employer agrees to be bound.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency," shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

The Union and/or the Trustees shall have the authority to conduct audits of the Employer's financial records for the purpose of determining the Employer's compliance with its obligations to contribute to the Welfare Trust. The Union and/or the Trustees shall give written notice of the audit at least five (5) days in advance of the commencement of the audit.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

ARTICLE 35

Dental Benefit Plan

Section 35.1. The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust Fund to provide dental benefits during the course of this Agreement for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days. For all months in calendar year 2004 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$72.00 per employee. For all months in calendar year 2005 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$78.00 per employee. For all months in calendar year 2006 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$85.00 per employee. For all months in calendar year 2007 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$95.00 per employee. Such monthly payments shall be made for every calendar month and on or before the 10th day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph. The District No. 9, I.A.M.A.W. Welfare Trust Agreement is incorporated into this Agreement.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until his recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number..

Anything in this Agreement to the contrary notwithstanding, in the event the Employer fails to comply with the provisions of this Agreement by not making prompt and timely payments of the monthly contributions to the District No. 9 Welfare Trust Fund, then such delinquency shall constitute a debt owed by such Employer and in addition to all other remedies or courses of action on account thereof available to the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer by a suit or action at law brought by the District No. 9 Welfare Trust Fund; and provided further that the Employer agrees to pay, in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the District No. 9 Welfare Trust Fund in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required

by this contract, and such delinquency results in an employee or his dependents losing, being denied or being rendered ineligible to receive benefits from the plan herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or dependents for all such losses of benefits.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

ARTICLE 36

Vision Service Plan

Section 36.1. The Employer agrees to contribute to the Trustees of the District No. 9, I. A. of M. and A. W. Welfare Trust Fund to provide vision benefits during the course of this Agreement for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days. For all months in calendar year 2004 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$19.00 per employee. For all months in calendar year 2005 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$20.00 per employee. For all months in calendar year 2006 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$22.00 per employee. For all months in calendar year 2007 occurring during the term of this Agreement, the monthly contribution rate shall not exceed \$25.00 per employee. Such monthly payments shall be made for every calendar month and on or before the 10th day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph. The District No. 9, I.A.M.A.W. Welfare Trust Agreement is incorporated into this Agreement.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly premium on such employee until his recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number.

Anything in this Agreement to the contrary notwithstanding, in the event the Employer fails to comply with the provisions of this Agreement by not making prompt and timely payments of the monthly contributions to the District No. 9 Welfare Trust Fund, then such delinquency shall constitute a debt owed by such Employer and, in addition to all other remedies or courses of action on account thereof available to the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer by a suit or action at law brought by the District No. 9 Welfare Trust Fund; and provided further that the Employer agrees to pay, in addition to the amount of such delinquency; all costs of court; interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the District No. 9 Welfare Trust Fund in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by this contract and such delinquency results in an employee or his dependents losing, being

denied or being rendered ineligible to receive benefits from the plan herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or dependents for all such losses of benefits.

For the convenience of the Employer, all monthly contributions to the Welfare Trust Fund are to be made in one check.

ARTICLE 37

Pension Plan

Section 37.1. For the duration of this Agreement the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days, the sum of Five Hundred Twenty-Nine Dollars (\$529.00) per month to the Trustees of District No. 9, I. A. of M. and A. W. Pension Trust. Effective October 1, 2005, said sum shall be increased to Five Hundred Forty Dollars and Fifty Cents (\$540.50) per month for each such employee; effective October 1, 2006, and for the duration of this Contract, said sum shall be increased to Five Hundred Sixty-Three Dollars and Fifty Cents (\$563.50) per month for each such employee. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contribution for one (1) month. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

The Pension Plan has been approved by the U.S. Internal Revenue Service as a qualified Pension Plan, and contributions made to the Trustees do not constitute taxable income to the employees participating therein and do constitute a taxable deduction to the Employer.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Trust, but said Trust shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the Officers of the Association.

Contributions made pursuant to this Article shall be held in trust by a Board of Trustees consisting of two Trustees representing the Union; two Trustees representing the contributing employers and one neutral Trustee. The Employer agrees to be bound by the District No. 9, I.A.M.A.W. Pension Trust Agreement as amended from time to time.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement entitling the Union at its option to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency" shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the court; and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Pension Trust herein provided for, then and in such event the Employer shall be fully responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

The Union and/or the Trustees shall have the authority to conduct audits of the Employer's financial records for the purpose of determining the Employer's compliance with its obligations to contribute to the Pension Trust. The Union and/or the Trustees shall give written notice of the audit at least five (5) days in advance of the commencement of the audit.

ARTICLE 38

401(k) Plan

Section 38.1. The Association will maintain a defined contribution retirement plan as described in Section 401(k) of the Internal Revenue Code pursuant to which employees of the Association's member employers who are covered by this Agreement may participate in accordance with its terms and conditions. The Association shall be the Administrator and the Sponsor of the Plan and shall be responsible for its operation and shall take all actions necessary to ensure that the Plan is operated in accordance with applicable law and may amend or modify its terms as it determines appropriate. No matter respecting such Plan or any differences arising thereunder shall be subject to the grievance procedure of this or any other labor agreement. All reasonable expenses incurred in connection with the administration of the Plan and its related

Trust shall be paid for from its assets. The Association Plan features an Employer contribution of \$300.00 per eligible participant per year on the anniversary date of their employment with an immediate vesting of such amount and allows for additional employee contributions.

Any employer that provides a 401(k) plan can retain its own plan or move to the Association Plan.

All 401(k) contributions made by the Employer or the Member should be in the possession of the Plan Administrator on or before the fifth (5th) working day of the month following the month that the contributions were made.

As soon as practical, the Association will revise the 401(k) Plan document (subject to IRS approval, if needed) as necessary to provide that in the event of discharge, quitting after giving proper notice or the death of an employee who has been employed for more than one (1) year, the Employer shall pay into the 401(k) Plan, one twelfth (1/12) of the Employer's contribution reference above for each full month employed since the Employee's last anniversary date of employment. It is the parties intent that the pro-rata formula for the 401(k) Plan will generally follow the pro-rata formula reflected in Section 7.2(a) and (b) above.

ARTICLE 39

Pay Periods

Section 39.1. Employees covered by this Agreement shall receive their pay once each week between the regular starting and quitting time on a regular designated day. If it becomes necessary to pay employees outside of prescribed hours, they shall be paid for such time at the overtime rate of pay if the delay is directly attributable to the neglect of the management. If, however, such delay is attributable to unforeseen circumstances or to matters beyond the control of the company, such penalty shall not apply. Individual employers may, at their option, institute electronic payroll systems, including the requirement for direct deposit.

ARTICLE 40

Legality

Section 40.1. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

Section 40.2. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and the Association and the Union shall meet and agree upon provisions to be effective

during the period of such illegality which shall most closely effectuate the intention of the parties under the original provisions to the extent then permitted by law.

ARTICLE 41

Successor

Section 41.1. Employer agrees to notify the Union no later than seven (7) days subsequent to the completion of a contract to transfer the total ownership of the Employer's franchise.

ARTICLE 42

Business Interruptions

Section 42.1. Should circumstances occur that totally interrupt the Employer's service operation and/or body shop operation, the Employer shall not be liable to the employees of the service operation and/or body shop operation for guaranteed wages beyond the time of said interruption. The Employer shall make every reasonable effort to re-establish normal service and/or body shop operations as soon as possible.

ARTICLE 43

Management Security

Section 43.1. The Union recognizes all management functions, rights, powers and authority which the Employer has not specifically and clearly limited or abridged by this Agreement as being solely and exclusively belonging to the Employer, including, but not limited to, and by way of example, the management, direction and control of the Employer's business, operations, locations, relocation and operation of its repair facilities, or any part thereof; to determine and from time to time redetermine the nature of work to be performed and the services to be rendered, and the means and schedules thereof; to determine the suppliers or sources of materials, parts, components; the direction of the working forces, including, but not limited to, the right to hire, promote, transfer, suspend, demote, discipline or discharge for just cause; to subcontract work; to control costs and otherwise ensure the efficient and proper operation of the Employer's business, equipment and facilities. These rights are all vested in the employer, provided, however, that the exercise of such management's rights are not abrogated by other specific provisions of this Agreement.

ARTICLE 44

Labor/Management Cooperation

Section 44.1. A Labor/Management Committee composed of the individuals who negotiated this Agreement or representatives designated by them will meet during the term of this

Agreement upon request of either the Union or the Association to discuss issues of mutual concern but not more frequently than quarterly except by mutual agreement. The Committee may recommend to the parties supplements to this Agreement for ratification in the same manner as this Agreement.

ARTICLE 45

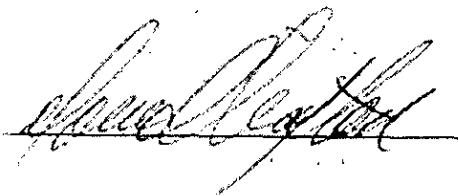
Termination

Section 45.1. The terms between the parties to this Agreement shall be effective August 1, 2004 and shall be in effect through September 30, 2007, but shall automatically renew itself unless either party hereto shall give notice to the other party of a desire to revise, amend or terminate this Agreement sixty (60) days before the expiration date hereto.

Other than the contracts and expiration dates listed on the attached Exhibit B, the Union will not have a labor contract with any Missouri franchise new car or truck dealer that currently has a labor contract with the Union, that grants such a dealer an expiration date later than September 30, 2007. Notwithstanding the foregoing, should the Union enter into any such agreement, the Association may elect to adopt such later expiration date for this Agreement.

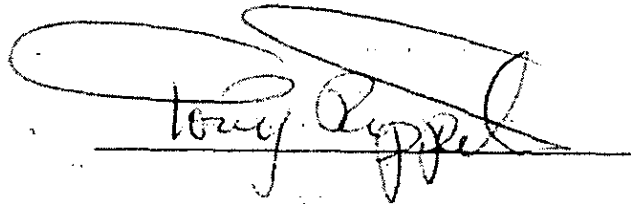
Section 45.2. In the event of a declaration by the President of the United States of a National emergency involving war or the mobilization of the armed forces of this country, which causes the economy of this country to be substantially affected, then either party to this contract may reopen the contract between August 1, 2004 and September 30, 2007, inclusive for the purpose of negotiation of wage scales only, upon sixty (60) days' notice to the other party.

**ST. LOUIS AUTO
DEALERS ASSOCIATION,
SIGNATORY GROUP**



David Crafton
Executive Vice-President

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



Tony Rippeto
Assistant Directing Business Representative

Exhibit A

**St. Louis Auto Dealers Association
District 9, Local #777
2004 Signatory Dealers**

Behlmann Van, Pontiac, GMC	Lindburg Cadillac Co.
Bo Beuckman Ford	Lou Fusz Buick/GMC/Pontiac
Bommarito Cadillac/Mazda	Lou Fusz Buick West
Bommarito Infiniti	Lou Fusz Chevrolet - St. Peters
Bommarito Mazda	Lou Fusz Dodge
Bommarito Nissan	Lou Fusz Ford
Bommarito Oldsmobile/GMC	Lou Fusz Mazda
Bommarito Pontiac/Mazda South	Lou Fusz Mitsubishi
Cavalier Ford	Lou Fusz Mitsubishi - St. Peters
Chrysler West	Lou Fusz Nissan
Dave Sinclair Buick/GMC Truck/Saab	Lou Fusz Oldsmobile
Dave Sinclair Ford	Lou Fusz Subaru
Dave Sinclair Lincoln/Mercury	Lou Fusz Subaru - St. Peters
Dave Sinclair Lincoln/Mercury (St. Peters)	Lou Fusz Toyota
Dave Sinclair Lincoln/Mercury (West)	Marty Cancila's Chrysler/Jeep
Dave Sinclair Olds/Daewoo/Kia/Suzuki	Marty Cancila's Dodge World
Dean Team of Ballwin	McMahon Ford
Dick Dean V/W of Kirkwood	Merollis Chevrolet, Inc.
DiSalvo Chrysler/Jeep	Metro Chrysler
Don Brown Chevrolet	Mid America Motors
Don Darr Chevrolet	Moore Cadillac/Pontiac
Feld Chevrolet	Moore Jaguar
Glendale Chrysler/Jeep	Parktown Imports
Huey's Honda	Paul Cerame Ford
Jim Butler Chevrolet	Paul Cerame Lincoln/Mercury
Jim Lynch Cadillac	Randy Blount Automotive Group
Jim Lynch Toyota	Southtown Dodge
Jim Trenary Chevrolet	Suntrup Nissan/VW
Johnny Londoff Chevrolet	Valley Ford
King Chrysler/Jeep	Weber Chevrolet Company
King Dodge	Westport Dodge

Exhibit B

McMahon Lincoln/Mercury	12/08/04
McMahon Pontiac/GMC	12/28/04
Pappas Toyota	12/31/04
Cox & Cohea	12/31/04
Degel	07/31/05
F & C Truck	10/01/05
Broadway Ford	08/31/06
Auffenberg Chevrolet	10/31/07
Auffenberg Mitsubishi	10/31/07

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