



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**FORMULA FORD LINCOLN SALES LIMITED**

**AND**

**UNIFOR AND ITS LOCAL 1090**

**EFFECTIVE DATE: February 1, 2020**

**EXPIRY DATE: January 31, 2023**

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## **ARTICLE 1 — PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

## **ARTICLE 2 — SCOPE AND RECOGNITION**

- 2.01 The Company recognizes the Union as the bargaining agent of all employees of Formula Ford Lincoln Sales Limited in the City of Pickering, save and except supervisors and persons above the rank of supervisor, office, clerical and auto sales staff.
- 2.02 The Company will supply the Union with a list of immediate supervisors updated from time to time.
- 2.03 The Company agrees that for the purpose of carrying on administration of this agreement a representative of National or Local Union shall have the right to visit the property of the Company, provided that these visits shall not interfere with the conduct of business of the Company and provide further that the representative shall first obtain the consent of management before visiting any property of the Company, which consent shall not be unreasonable withheld.

## **ARTICLE 3 — MANAGEMENT RIGHTS**

- 3.01 Subject to the limitations set out in this agreement, the management of the employer's operation is vested exclusively in the Company and includes: the right to hire, promote, transfer, demote or lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein.

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

## **ARTICLE 4 — UNION SECURITY**

- 4.01 It is agreed that all employees of the Company who are members of the Union as of the date of signing of this agreement, shall, as a condition of employment remain members in good standing as provided in the constitution and by-laws of the Union. All new employees after the date of signing of this agreement shall be required and sign an application for membership and authorization for check off of dues and initiation fee, supplied by the Union to the Company.

- 4.02 The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 4.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within five working days of the deductions with a list of names and the amount of each deduction.
- 4.04 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 4.05 The Company also agrees to include on the employee's T4 slip for income tax purposes, the total union dues paid for the year.
- 4.06 The Financial Secretary of the Local Union will notify the Company in writing of any change in the amount of Union Dues and/or initiation fee to be deducted in line with Constitutional requirement of the National Union.
- 4.07 The Company further agrees to furnish the following information to the Union Chairperson, or copy of such list will also be provided to the Local Office.
- (a) A list of all members in the Bargaining Unit,
  - (b) Updated address, name and telephone numbers
  - (c) A monthly status change report of Bargaining Unit Employee identifying the following:
    - (i) Reclassification;
    - (ii) New Hires;
    - (iii) Transfer out of bargaining unit;
    - (iv) Each member's status (i.e. at work, on vacation, weekly sick benefits, LTD, WSIB and any other leave of absence)
  - (d) Number of hours worked in the month.
  - (e) Each member's hourly rate and job title.
- 4.08 The Company agrees to send to Local 1090 a list of names, addresses and telephone numbers of all incoming employees every Six (6) months.

#### **ARTICLE 5 — INTIMIDATION. COERCION AND/OR DISCRIMINATION**

- 5.01 The Company and the Union agree that there shall be no intimidation, discrimination, coercion, interference, restriction exercised or practiced against any employee because of age, race, creed, colour, sex, national origin, political

or religious affiliation, handicap, sexual orientation, marital status nor by reason of Union membership or activity. The parties agree to abide by the Ontario Human Rights Code.

- 5.02 Behaviour amounting to violence or harassment will not be tolerated by Formula Ford. Workplace violence or harassment includes any conduct or comment which causes humiliation or embarrassment to our employees because of sex, sexual orientation, pregnancy, civil status, racial or ethnic background, colour, ancestry, social condition, political convictions, language, any other prohibited ground of discrimination, or other reasons.

At Formula Ford, nothing is more important to us than the physical and mental health, safety, security, dignity, self-respect and well-being of our employees, managers, contractors, and that of our customers and other visitors, including vendors, suppliers and members of the general public. Employees and other internal and external stakeholders have a right to work and conduct their business at Formula Ford without fear of violence that would disrupt our safe and respectful workplace and place of business.

Violence, intimidation, harassment and bullying in any form will not be tolerated on Formula Ford premises, at any Dealership event or while conducting Dealership business for any reason whatsoever. We acknowledge our responsibility to support and assist persons subject to violence and harassment and that appropriate action will be taken, whether such conduct is perpetrated by an employee, Department Manager, contractor, customer or a member of the public.

Unless otherwise noted in this policy, references to "employees" also include such individuals as Department Managers, executives, contractors, agency employees, and in some cases could also potentially include consultants.

#### Workplace Violence:

Workplace violence is defined in the Occupational Health and Safety Act as the exercise, or the attempt to exercise, physical force by a person against a worker in a workplace that causes, or could cause, physical injury or a statement or behaviour that is reasonable to interpret as a threat to exercise physical force that could cause injury, recognizes that there is a potential for workplace violence to occur. We also acknowledge that physical and emotional harm can often arise out of such acts of violence. No forms of violence will be tolerated in the workplace, on the part of either employees, managers, contractors, customers, suppliers or visitors. Every effort will be made by the Dealership to identify possible sources of violence and to implement procedures which eliminate or minimize the risks created by such situations.

### **SECTION 4 - EMPLOYEE RIGHTS 39:**

Any acts of violence or threats of violence in the workplace are unacceptable and will give rise to disciplinary sanctions, up to and including termination of

employment. The Dealership is committed to the prevention of workplace violence and to responding appropriately if workplace violence does occur, All managers, employees and contractors are responsible for creating and maintaining a safe work environment free from violence, threats and intimidation.

Workplace violence includes, but is not limited to, the following types of conduct: actual and attempted acts of physical violence, including actions such as hitting, punching, slapping or kicking; threats of physical violence or intimidation; sexual assault; or other acts of physical aggression, such as the deliberate destruction of or damage to property, especially where such actions are meant to intimidate one or more individuals. Employees who are victims of violent incidents in the workplace are advised to consult a physician for treatment and/or referral for counselling.

We will not discriminate or retaliate against an employee because he or she has been, or is perceived to be, a victim of workplace violence.

#### Robbery • Violent Acts • Fighting • Illegal Acts:

At Formula Ford, we urge you not to get involved in any actions that may deter a robbery, violent act or other illegal action while on Dealership property or while conducting business for the Dealership.

If you encounter a situation, be passive. Do not try to stop the robbery, violent act or illegal action. When you and your co-workers are safe, notify your Department Manager immediately.

If a fight breaks out in the workplace, be passive. Do not try to physically intervene. Notify your Department Manager immediately.

All illegal actions will be reported immediately to the proper authorities. This Workplace Violence policy will be reviewed on an annual basis, or more frequently where necessary.

#### Workplace Harassment:

Workplace harassment is defined in the Occupational Health and Safety Act as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. While Formula Ford's Workplace Harassment Policy is not meant to stop free speech or to interfere with everyday social relations, harassment can be distinguished from normal, mutually acceptable socializing in that it is offensive, insulting, intimidating, hurtful and malicious. It creates an uncomfortable work environment and has no place in employment relationships at our Dealership.

### Guiding Principles:

What one person finds offensive, others may not. Generally, harassment is considered to have taken place if the person knew, or ought to have known, that the behaviour is unwelcome.

For the purpose of this policy, retaliation against someone for invoking this policy, for participating and co-operating in any investigation under this policy, or for associating with a person who invoked this policy, will be treated as a form of workplace harassment in itself.

Our policy applies to all our employees, including Management and contractors, and extends to all Dealership activities, including lunches and social gatherings (whether on-site or off-site).

It is both your responsibility and ours to keep each other informed of matters that infringe upon these rights. These matters must be brought to the attention of your Department Manager.

While harassment is usually based on an ongoing pattern of abuse, in some instances a single incident can be sufficiently serious to constitute harassment.

In the interests of being respectful and sensitive towards victims of workplace harassment, confidentiality will be maintained wherever possible. Exceptions will only be made where disclosure is necessary for the purposes of conducting a proper investigation or taking appropriate disciplinary measures, or where required by law or the principles of natural justice.

### Sexual Harassment:

At Formula Ford we are committed to providing you with a work environment free from sexual harassment. You have the responsibility to conduct yourself accordingly.

Like other forms of harassment in the workplace, sexual harassment is against the law. It is also against our policy, which is to encourage respect and courtesy among us all. Also, such conduct creates a negative impact on work performance and creates an intimidating, hostile and/or offensive working environment.

## **SECTION 4 - EMPLOYEE RIGHTS 41:**

Examples of sexual harassment include, but are not limited to:

- Gender-related comments about an individual's physical attributes, mannerisms or characteristics;
- Unwelcome physical contact such as patting, touching, pinching, petting, etc.;

- Suggestive or offensive remarks;
- Unwelcome propositions of physical intimacy;
- Gender-related verbal abuse, threats or taunting; leering (a side glance expressive of malignity, amorousness or some unworthy feeling);
- Bragging about sexual prowess;
- Demands for dates or sexual favours;
- Offensive jokes or comments of a sexual nature about an employee;
- Display of sexually offensive pictures;
- Unwelcome questions or discussions about sexual activities;
- Sexual assault; and
- Unwelcome language related to gender.

Both male and female employees can be victims of sexual harassment, which can be perpetrated by members of the opposite sex as well as those of the same sex. While incidents of sexual harassment are often characterized by an imbalance of power in the workplace, this is not necessarily always the case, with a harasser's co-worker and even his or her General Manager sometimes being the victim.

#### Racial and Ethnic Harassment:

Racial or ethnic harassment is not condoned by Formula Ford. Racial harassment is when someone bothers, threatens or treats another person unfairly because of his or her race, colour or ancestry. Such forms of harassment can also be connected with one's place of origin, religion, citizenship or first language.

Examples of conduct which may be racial or ethnic harassment include:

- Unwelcome remarks, jokes or innuendos about a person's racial or ethnic origin, colour and place of birth, citizenship or ancestry;
- Displaying racist or derogatory pictures or other offensive material;
- Insulting gestures or practical jokes based on racial or ethnic grounds which create awkwardness or embarrassment; or
- Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.



## Psychological Harassment (Bullying):

At Formula Ford we are committed to providing you with a work environment free from psychological harassment. You have the responsibility to conduct yourselves accordingly.

### Definition of Psychological Harassment:

Psychological harassment is behaviour that is repetitive, hostile or unwanted, damaging to a person's dignity and results in a harmful work environment.

Examples of psychological harassment include, but are not limited to:

- Making rude, degrading or offensive remarks;
- Discrediting the person; spreading rumours, ridiculing him/her, humiliating him/her, calling into question their convictions or their private life, shouting abuse, sexually harassing him/her, or harassing that person based on any ground prohibited by human rights legislation, including race, colour, sex, sexual orientation, pregnancy, civil status, age, religion, political convictions, language, ethnic or national origin, social condition or handicap;
- Belittling the person; forcing him/her to perform tasks that are belittling or below his/her skills, simulating professional misconduct;
- Character assassination; spreading rumours, gossip and Innuendo, especially that which is malicious, hurtful and untrue;
- Social isolation; ostracizing or ignoring an individual;
- Violence, intimidation or threats of violence;
- Deliberately undermining someone or stopping that person from completing his or her work;
- Belittling an employee's work or achievements or constantly taking credit for that person's accomplishments; removing responsibilities and accountabilities without reason;
- Constantly changing work requirements and/or standards;
- Assigning unreasonable duties or workload to an employee;
- Assigning demeaning and/or insulting work;
- Establishing impossible deadlines designed to set up an employee for failure;
- Withholding necessary information or deliberately giving false information;

- Making or forwarding offensive jokes, especially when the jokes are directed towards that person or to an identifiable group to which that person belongs;
- Spying on someone, stalking the person, sabotaging or tampering with his or her equipment or belongings, or otherwise invading that person's privacy;
- Regularly shouting or using profanity, especially when directed towards the individual concerned;
- Constantly or persistently criticizing an individual; regularly criticizing someone in public;

#### **SECTION 4 - EMPLOYEE RIGHTS 43:**

- Unwarranted, unjust or unreasonable punishment; constantly threatening someone with being fired where termination is not warranted;
- Falsely accusing an employee of misconduct, criminal activities or harassment;
- Continuously blocking reasonable requests for training, leaves or transfers; or
- Engaging in online or "cyber" bullying.

Unless an individual has been unfairly singled out for especially harsh treatment, workplace bullying generally does not include situations such as the following:

- Holding people accountable for their performance through the provision of routine coaching and feedback, fair and objective performance appraisals, performance improvement/corrective action plans, or through appropriate and justifiable disciplinary action;
- Providing fair and reasonable constructive feedback or evaluation of the work completed by a colleague or a direct report;
- A General Manager assigning additional work of a reasonable scope and quantity to his or her direct reports, or requesting an employee to work reasonable overtime hours when required;
- Minor differences of opinion and/or the occasional workplace conflict which does not get out of hand; and/or
- Occasionally showing slight frustration or annoyance, where such behaviour is justified and displayed in a respectful manner with no threat of violence, intimidation or other inappropriate reprisals.

## What to do in Cases of Violence or Harassment:

At Formula Ford, we are committed to providing a workplace free from violence and - harassment in which everyone can expect to be treated with dignity and respect. Workplace violence and harassment will not be tolerated for any reason; they are serious matters which will give rise to disciplinary sanctions, up to and including termination of employment. This includes violence and harassment both at and away from the actual work site, as long as there is some connection with the work relationship. Instances of workplace violence and harassment include those which occur during business travel, at off-site conferences and training, in the cafeteria and at work-related social gatherings, etc.

In this policy, "complainant" normally refers to the person who is the victim of the alleged violence or harassment, but can also refer to another individual who files a complaint on behalf of the victim, such as a witness or the victim's supervisor, manager or colleague, "Respondent" refers to the person who has allegedly committed acts of violence or harassment. The process described in our program applies to complaints of either violence or harassment, except where otherwise indicated.

All claims of workplace violence and harassment will be dealt with fairly, promptly and confidentially.

## Roles and Responsibilities:

We all have a role to play in preventing workplace violence and harassment and in dealing with such allegations when they do occur. Some of the specific roles and responsibilities of the relevant stakeholders are detailed below.

### **Employees and Contractors:**

- To treat everyone in the workplace with dignity and in a manner that is respectful and free of violence, threats, intimidation and harassment; to make changes to their own behaviour where they become aware that there is potential for such behaviour to harm, intimidate, threaten or cause offence to others;
- To refuse to accept violent or harassing behaviour from others, regardless of whether that behaviour is perpetrated by one's manager or co-workers, or by a customer, supplier or member of the public;
- To intervene and/or report instances of inappropriate behaviour on the part of others which could amount to workplace violence or harassment;
- To be supportive of others who are victims of workplace violence or harassment; and
- To cooperate fully with any and all workplace violence and harassment investigations.

### **Supervisors and Managers:**

- To maintain a workplace free from violence and harassment;
- To take allegations of violence or harassment seriously and follow-up appropriately;
- To maintain confidentiality wherever possible;
- To be familiar with the requirements of the Violence and Harassment in the Workplace policy and all of the relevant sub-policies;
- To be aware of the signs of workplace violence and harassment and be prepared to intervene when appropriate;
- To refer victims or perpetrators of violence or harassment to appropriate resources where applicable; and
- To set a good example and maintain a high standard of conduct in all dealings with others.

### **Complainants/Victims of Violence or Harassment:**

- In cases of harassment, to clearly inform the harasser that his or her behaviour is unacceptable and that it must stop immediately;
- In cases of violence or in other cases where the complainant is not comfortable informing the respondent personally, this may be done by a manager or a Human Resources representative to whom the incident is reported;

### **SECTION 4 - EMPLOYEE RIGHTS 45:**

- To preserve evidence and document dates, times and the names of any witnesses, as well as any attempts to resolve the situation; and
- To cooperate fully with any and all workplace violence or harassment investigations,

### **Respondents/Employees Accused of Violence or Harassment:**

- To cooperate fully with any and all workplace violence or harassment investigations; and
- To preserve evidence related to instances of alleged violence or harassment, documenting dates, times and the names of any witnesses especially that which would help prove that any alleged incidents did not occur, or that such events did not constitute violence or harassment.

**Human Resources:**

- To educate employees about workplace violence, harassment and domestic violence;
  - To assist managers and employees in investigating allegations of workplace violence and harassment;
  - To inform employees and managers of their rights and responsibilities and of their right to obtain legal advice and/or representation from a qualified lawyer independent from the Dealership;
  - To mediate workplace disputes involving workplace harassment, where appropriate, to facilitate the finding of a mutually acceptable solution;
  - To assist employees in filing complaints of workplace violence and harassment; and
  - To provide referrals and information about assistance that may be available.
- Investigators:
- To carry out fair and impartial investigations into allegations of workplace violence and harassment;
  - Is a specially trained person who is appointed to investigate a formal complaint of workplace violence or harassment; and
  - Would normally be a Human Resources representative or a neutral third party.

**Joint Health and Safety Committee/Health and Safety Representative:**

- To be informed where incidents of workplace violence occur which result in personal injury - wherever possible, the identities of the individuals concerned will be protected;
- To participate in an investigation where there is a work refusal as a result of workplace violence;
- To obtain the results of workplace violence risk assessments;
- To provide recommendations in relation to policies, procedures and programs with regard to the prevention of workplace violence and harassment; and
- To respond to employee concerns related to workplace harassment or bullying.

At Formula Ford, our policy is to maintain a safe and healthy environment for all of our employees. If you are diagnosed with a serious or life-threatening illness

(including AIDS, HIV) you are expected to continue to work if you are medically able to perform to our standards and do not create a danger to your own health or to the health and safety of your co-workers.

- We treat all medical information as confidential and we assure confidentiality.
- You are under no obligation to discuss your medical information unless the condition is infectious or affects your job performance. If this is the case, you are required to speak to your Department Manager immediately.

Once disclosed we will, in every reasonable manner, support and facilitate your efforts to continue working and will establish:

- Acceptable performance levels (based on job performance, attendance and job responsibility) that will be mutually agreed upon;
- Regular reviews to ensure these agreed-upon levels are maintained; and
- A procedure where, if there is significant deterioration below these performance levels and/or you are putting yourself or your co-workers in danger, then you will be eligible to apply for the appropriate disability benefits.

Any employee who refuses to work with, harasses or discriminates against, a coworker who has a serious or life-threatening illness will be counselled and educated on the subject. If the employee persists in the refusal, harassment and/or discrimination, that employee will be subject to disciplinary action as in the case of any other performance problem.

No employee will have their job security jeopardized solely because of their illness.

Infectious illnesses pose a risk to business, employees in the workplace, their families and the general public. Individual employees may become ill from time to time from common infectious agents which circulate in our communities.

Generally, these are self-limited illnesses with little or no implications for co-workers or the business at large. There may be scenarios with wider implications (e.g. SARS, pandemic influenza (H1 N1), etc.) for our workers and our business.

**Definition:**

Illnesses, which may be severe and possibly life threatening, can be communicated via air, water, environmental surfaces, vector (e.g. mosquitoes) or direct person-to person contact. These infectious illnesses may threaten to affect a significant portion of the workforce from community exposure (e.g. influenza outbreak) and may be of concern for their potential to spread rapidly in the workplace.

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Preventing the spread of infectious illnesses at all times is important to our workplace. This policy applies to all our employees and is designed to minimize and mitigate these adverse effects. An early, consultative, and coordinated response will sustain the wellness of our employees and our business continuity.

- You are encouraged to control the spread of infection through regular hand washing,
- You are encouraged to remain at home if you are ill with an infectious illness (you must advise your Department Manager immediately so that appropriate measures can be taken within your department).
- You are encouraged to return to work once your health care professional indicates you are well. A signed health care professional's statement to that effect is required.
- Violation of this policy may lead to disciplinary action, up to and including termination.

It is our desire to provide a drug, alcohol-free and safe workplace for our employees at Formula Ford. To promote this goal, you are required to report to work in an appropriate mental and physical condition to perform your job in a satisfactory manner.

- Violations of this policy may lead to disciplinary action, up to and including termination of employment. Such violations may also have legal consequences.
- While on the premises of and while conducting business related activities off the premises of Formula, you may not use, possess, distribute, sell, or be under the influence of alcohol or an illegal substance.
- Exception: If you are participating in a Dealership function or if you are conducting business in a social environment that is serving alcohol (see "The Dealership and Alcohol" below) Formula Ford expects that you act responsibly.
- The legal use of legally prescribed medication is permitted on the job only if it does not impair your ability to perform the essential functions of your job effectively and in a safe manner, that does not endanger other individuals in the workplace.
- Any employee reporting for work and found to be under the influence of alcohol or any illegal substance will be asked to leave the premises but, in view of their condition, will be provided transportation in order that they arrive home safely.

### The Dealership and Alcohol:

Formula Ford insists that you have a designated driver if you have consumed alcohol at any Dealership sponsored event or while you are conducting Dealership business at any time and/or place (i.e. lunch with customer, etc.) is required by law to prohibit smoking in an enclosed workplace and to Q comply with all Municipal Guidelines and By-Laws, Your health is important to us!

- You are not permitted to smoke in Dealership vehicles, whether owned, rented or leased.
- You may have a cigarette outside the building, at least nine (9) metres away from any doors, windows and/or air intakes, without offending anyone, while you are on lunch or a scheduled break.
- You are asked to properly extinguish and dispose of your cigarette waste. Do not litter,
- Excessive smoke breaks will be monitored and may be subject to progressive discipline.

Drivers are reminded that it is now an offence in some provinces to smoke or hold lighted tobacco when a child under 16 is in a motor vehicle.

The right to refuse unsafe work is a legal right of every worker in Canada. At Formula Ford, we are committed to this right and to ensuring a safe workplace for us all.

- If you have any health and/or safety concerns, bring them to the attention of your Department Manager immediately.
- If you believe your health and/or safety may be endangered by the physical condition of the workplace or by any equipment or machine you are to use or operate, you have the right to refuse this unsafe work. You must immediately report the refusal and your reasons to your Department Manager and/or a member of the Joint Health and Safety Committee.
- Our Management will be informed of the situation and your Department Manager and/or a member of the Joint Health and Safety Committee will investigate the concern with you. This should resolve the situation or satisfy your concern.
- If, after the investigation, you still have reason to believe that you could be in danger, you may be assigned to other reasonable work and a Ministry of Labour official will be contacted to assist in further investigation,
- No reprisals will be taken against any employee who acts in compliance with or seeks enforcement under the provisions of the governing health and safety legislation.



### In this Section

Training:  
Employee Purchase Program  
Dealership Activities & Parties  
Employment Benefits

## **SECTION 5 - PROGRAMS & BENEFITS:**

We succeed at Formula Ford because we adhere to high standards. The foundation for success is based on having organized and well-trained employees.

- A supervised training program is provided for all new employees, most of which is on-the-job training.
- Other training programs include web based training and manufacturer required courses.

### Company Training:

In addition to self-directed learning experiences, employees may be required to attend seminars, workshops or training events specific to their job responsibilities.

## **ARTICLE 6 — STRIKE AND LOCKOUTS**

- 6.01 The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act, in respect of strikes and lockouts.

## **ARTICLE 7 — UNION REPRESENTATION**

- 7.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer, in writing, with the name of its officials and committee members and will inform the Employer of any changes. The Employer shall not be required to recognize any union official where proper notification has not been provided.
- 7.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to elect or appoint up to two (2) committee persons, held on Company premises, one (1) of whom shall be the chairperson whose duties shall be to assist an employee in preparing and/or presenting his grievance in accordance with the grievance procedure,
- 7.03 The Committee shall be allowed necessary time off work without loss of pay for the purpose of processing grievances during working hours in the store provided:

- (a) They obtain prior consent from management, which shall not be unreasonably withheld. The time away from work shall be reported in accordance with the time keeping methods of the department;
  - (b) Such time off shall be of reasonable length and shall not unduly impair the efficient operation of the business;
  - (c) The Unit Chair shall, upon request by the Union office, given at least two (2) work days' notice, in advance, be allowed to be off work for up to (4) hours, once per month, without pay, to attend business for which the Union requires his presence away from the Company premises,
- 7.04 The Employer agrees to recognize a negotiating committee of up to two (2) employees plus the National Representative **and Local Representative** for the purpose of renewing the collective agreement. The committee shall also be recognized as the negotiating committee, The Company will recognize an alternate committee person who will act as a committee person if any of the two (2) are absent.
- 7.05 The Company will recognize a Union Negotiating Committee of up to two (2) bargaining unit employees.
- 7.06 The Company agrees that a National Representative of the Union or a Representative of the Local may, after contacting the Company, enter the premises during hours of employment to deal with the administration of the collective agreement. Such visits will cause as little disruption to business as possible and this clause does not give any employee the right to absent themselves from work.
- 7.07 Preferential Seniority
- In the event of a reduction in workforce, the unit chairperson shall be the last person removed from his/her classification during his/her term of office. Thereafter he/she will be subject to all bumping provisions except that he/she will not be laid off during his/her term of office. The chairperson must be capable of performing one of the remaining bargaining unit jobs.
- 7.08 The Company will provide a locking filing cabinet and access to a phone with voice mail.

## **ARTICLE 8 — UNION BULLETIN BOARD**

- 8.01 The Company will provide a bulletin board in the lunch room for the use of the executive of the Union for posting notices of the Union. A Union Bulletin Board to be placed in front of the clock or as mutually agreed.

## **ARTICLE 9 — PRINTING OF THE COLLECTIVE AGREEMENT**

9.01 The Company agrees to pay for 50% of the cost of the printing of the collective agreement. The Union will arrange for the printing.

## **ARTICLE 10 — SENIORITY**

10.01 Employees will be regarded as probationary employees for the first ninety (90) calendar days. Seniority will start from the first date of hire and their name will be added to the appropriate seniority list, retroactive to the date of hire and their name will appear on the seniority list. The dismissal, lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance and the termination of probationary employee shall be deemed to be for just cause. The Company agrees to provide the chairperson a proper evaluation of probationary employees including advising them of what the Company's expectations are of all employees.

10.02 Seniority lists shall be established from the date of hire and be revised every three (3) months and posted on the workplace notice board. A copy of such list will be given to the Union Chairperson of the committee.

10.03 The Company and the Union agree with the principle that those with greatest seniority shall be given preference in promotions and that those with less seniority shall be the first to be laid-off, re-assigned or transferred.

10.04 Fundamentally, rules respecting seniority are designed to give employees an equitable measure of job security based on length of service with the Company and subject to the provision of the collective agreement.

10.05 Seniority will be established and maintained for all employees in the bargaining unit on a workplace wide basis.

10.06 There shall be two (2) seniority lists as follows:

- (a) Skilled Trades Employees (licensed)
- (b) Employee other than the Skilled Trades Employees

10.07 In the event more than one employee is hired on the same date, the names of such employee will be drawn to determine an employee's seniority ranking.

10.08 No employee covered by this agreement will be transferred to a position outside the bargaining unit without his/her consent.

10.09 An employee who is promoted out of the bargaining unit will lose all bargaining unit seniority after they have been out of the bargaining unit for thirty (30) calendar days.

10.10 Seniority lists will be posted every six (6) months.

## **ARTICLE 11 — LOSS OF SENIORITY**

11.01 Seniority Rights shall cease and an employee shall cease to be employed for any of the following reasons:

- (a) If an employee voluntarily quits employment or is discharged and such discharge is not reversed through the grievance procedure.
- (b) Is on lay-off more than twenty-four (24) consecutive months, or the length of the employee's seniority, whichever is shorter.
- (c) Does not return to work on the date specified following an approved leave of absence unless a satisfactory reason is provided.
- (d) Is absent from work without leave for three (3) consecutive working days except where a satisfactory reason is provided.
- (e) Fails to report to work in response to a recall from lay-off within seven (7) working days of the registered mailing date of the notice of recall.

## **ARTICLE 12 — JOB POSTING**

12.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company shall post such new jobs or vacancies on the bulletin boards throughout the workplace for a period of five (5) working days and before hiring outside,

12.02 An employee who has attained seniority is free to apply for any posted job in which he/she can show experience or ability.

12.03 The primary factor for choosing the employee to fill the vacancy shall be the skill and ability of the employee, but where the skill and ability are equal, the employee having the greater seniority shall be given the posted position.

12.04 An employee accepted on a job posting will be notified of his/her acceptance within five (5) working days after the posting has been removed.

12.05 Applicants who are deemed to be not qualified for a job posting shall be notified in writing of the specific reason(s) they are not qualified.

12.06 Successful applicants will have ten (10) working days to satisfactorily perform the requirements of the job. The Company will not arbitrarily curtail this period. In the event that the successful applicant subsequently fails in the above noted ten (10) working days, he/she shall be returned to his/her former job with no loss of seniority and the matter may then be referred to the grievance procedure.

12.07 After ten (10) working days, an employee's seniority will be vested to the job to which he/she has moved under successful application for a posted job.

## **ARTICLE 13 — LAYOFF & RECALL**

13.01 When there is a reduction in the work force, the following procedure shall be used:

- (a) All probationary employees and part-time employees shall be laid off first;
- (b) Thereafter employees shall be laid off in reverse order of seniority by the classification affected;
- (c) Layoffs and recalls will be on a classification basis in accordance with the classifications described on Schedule "A".

13.02 The employees will be recalled from a lay-off in reverse order of lay-off.

13.03 Notice of any lay-off shall be given in accordance with the provisions of the *Employment Standards Act*.

13.04 Employees to be laid off may bump firstly within their departments to an equal or lower numbered classification, who has the necessary qualifications and seniority permitting.

13.05 Thereafter such employees may bump a more junior employee with the least seniority in a classification in another department provided they have the skill, ability and where applicable, the necessary qualifications to perform the job. In the event of a dispute as to skill and ability, the employee shall be given a trial period of five (5) working days.

13.06 Employees to be laid off may in any event, seniority permitting, bump into a General Labourer or Driver position.

13.07 Where lay-offs and bumping occurs, the Company and the Union Chairperson agree to sit down and jointly administer this Article.

## **ARTICLE 14 — GRIEVANCE PROCEDURE**

14.01 Any matters or complaints raised by an employee of the Union covered by the terms of this Agreement or applicable statutes regarding the administrative interpretation, alleged violation, or application of this Agreement, may be submitted as a complaint or grievance.

An earnest effort shall be made without undue delay to settle any complaint or grievance which may arise between the Company and the Union or an employee in the following manner:

### **Step 1**

- (a) An employee who has a complaint shall discuss it with his/her Supervisor or designate accompanied by his/her committee person.

- (b) A full discussion with a view to resolving the complaint will be held between the supervisor or designate, the committee person and the employee involved. The Supervisor or designate shall give an oral reply, as soon as possible; but in all cases, it shall be given within two (2) working days from the original presentation of the complaint.

Step 2:

- (a) If the decision of the Supervisor or designate at Step 1 does not settle the complaint to the satisfaction of the employee and the committee person, then the complaint shall be presented in writing (hereafter referred to as a grievance) to the employee's supervisor or his designate, within three (3) employee's working days by the committee person from the date on which the decision at Step 1 was rendered. The grievance form will be supplied by the Company. The Union shall attempt to identify the applicable Article(s) of the Collective Agreement allegedly violated or applicable statutes and the date of the incident.
- (b) A meeting will be held within five (5) working days from the date upon which the written grievance was presented to the employee's supervisor or his/her designate. The meeting will be attended by the employee and the committee person and supervisor or his/her designate and department head.
- (c) The department head shall render a written decision on the grievance form and present to the committee person within two (2) working days from the date of the meeting.
- (d) The parties recognize the importance of full discussion and shall make every effort to settle the complaint grievance at either Step 1 or Step 2.

Step 3:

- (a) Should the grievance proceed, it shall be presented by the committee person to the department head or his/her designate within two (2) working days from the date on which the decision at Step 2 was received by the committee person.
- (b) A final effort at mutual settlement shall be made at a meeting to be held within five (5) working days from the date upon which the grievance was presented to the department head. The Manager and Union chairperson will mutually agree to an agenda outlining the grievance(s) to be heard at the Step 3 meeting.
- (C) The union shall be represented at such meeting by the bargaining committee, committee persons and the aggrieved employee and the national representative and or the local president **or designate**. The Company shall be represented by the Manager or designate.

- (d) The Company shall provide the union with its written decision on the grievance within three (3) working days from the date of the meeting.
- (e) The Company agrees that a written explanation shall be given for a grievance being denied at Step 2 and Step 3.
- (f) It should be noted that the full amount of the settlement will be paid on a separate direct deposit.
- (g) The time limits may be extended in writing by mutual agreement at any step of the grievance procedure.

## **ARTICLE 15 - ARBITRATION**

15.01 Within twenty (20) working days from the date of receipt of the Company's written decision on a grievance in Step 3 the Union through the Chairperson of the Bargaining Committee, may request in writing that the grievance be appealed for Arbitration,

15.02 It is agreed that disputes which are carried to Arbitration shall be heard before a single Arbitrator.

The Union shall, in their Notice of Intent to proceed to Arbitration, suggest three (3) names to serve as Arbitrator. The company shall respond within ten (10) working days, either agreeing to the Union's proposed Arbitrator or suggesting alternative Arbitrators. If the parties cannot agree on an Arbitrator within ten (10) working days, either party may request the Minister of Labour to appoint a single Arbitrator.

15.03 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement. The Arbitrator however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator is just and equitable.

15.04 The decision of the Arbitrator shall be final and binding on both parties and his/her expense shall be borne in equal shares by the Company and the Union.

15.05 Time limits in this Article may be extended only by written agreement between the Company and the Union.

15.06 As an alternate to the regular arbitration procedure, the parties shall have the option of mutually agreeing to refer a post 3<sup>rd</sup> step grievance to mediation/arbitration within twenty (20) days of the decision at Step 3.

The decision of the arbitration mediation/arbitration shall be final and binding upon the parties involved.

Each of the parties will share equally the expenses of the mediator/arbitrator.

## **ARTICLE 16 — HOURS OF WORK**

16.01 The normal work week for all employees shall consist of forty-three (43) hours per week based on five (5) shifts except for others.

16.02 The normal hours of work for employees and starting and quitting times shall be listed below.

Service Technicians: Shall not be scheduled to work more than one (1) twelve (12) hour shift per week. Service technicians will only be scheduled to work every 4<sup>th</sup> Saturday.

The regular hours for Service technicians are 8:00 am to 8:00 pm Tuesday to Thursday, 8:00 am to 5:00 pm Monday and Friday and 8:00 am to 4:00 pm Saturday.

Parts Department: Regular hours for the parts department are 8:00 am to 8:00 pm Tuesday to Thursday, 8:00 am to 6:00 pm Monday and Friday, and 8:00 am to 4:00 pm Saturday.

Parts Department shall not be scheduled to work more than one **(1)** twelve hour shift per week and shall not be scheduled more than every third (3<sup>rd</sup>) Saturday,

Part Drivers: 8:00 am to 5:00 pm Monday to Friday

Others: 8:00 am to 6:00 pm Monday to Friday

8:00 am to 4:00 pm Saturday

Shuttle Drivers: 7:00 am to 8:00 pm Tuesday to Thursday 7:00  
Service Advisors: am to 6:00 pm Monday and Friday 8:00 am to  
4:00 pm on Saturday **(2)**  
7:00 am to 8:00 pm Tuesday to Thursday 7:00  
am to 6:00 pm Monday and Friday 8:00 am to  
4:00 pm Saturday

The Company reserves the right to adjust the above hours to meet business conditions. The Company will provide the Union thirty (30) days written notice of any substantial changes.

**(2)** Shift is currently suspended due to business conditions. The shift may be re-introduced in the future at the Company's discretion.



Service Advisors shall only be scheduled to work one (1) from 10:00 to 8:00 pm shift per week and only every third (3<sup>rd</sup>) Saturday.

Any employees working on Saturday shall receive the following Monday or Friday off as a lieu day per the employee's choice unless due to business requirements an alternate day will be scheduled by mutual agreement.

- 16.03 The number of hours comprised in the regular work week shall not be construed as a guarantee of minimum number of hours or days to be worked.
- 16.04 A fifteen (15) minute paid break shall be given to all employees during each half shift and as close to the mid-point of the half shift as possible and staggered lunch times shall be scheduled as close to the noon hour as possible, subject to the Company being able to maintain adequate staff levels in each department. (Flat rate employees do not receive paid breaks)
- 16.05 All bargaining unit employees will be required to punch in and out at their daily start and finish times, their lunch hour start and finish times and when absent from Company premises during the work day for reasons not associated with Company business.
- 16.06 All other employees shall be paid at one and one-half (1<sup>1/2</sup>) times their regular hourly rate for time worked in excess of forty-four hours per week except for salary classifications. If an employee is requested by the Company to work in excess of their regular daily hours, the employee will be paid one and one-half times their regular rate of pay. Any additional hours worked on Sunday shall be paid at two times (2x) their regular rate of pay.
- 16.07 All overtime will be voluntary and will be offered to employees by seniority within the required classification. Overtime will be distributed on a rotating seniority basis within the required classification.

#### **ARTICLE 17 — CALL-IN ALLOWANCE**

- 17.01 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of four (4) hours pay at the appropriate rate for such additional work.

#### **ARTICLE 18 — REPORTING ALLOWANCE**

- 18.01 In the event that an employee reports for work on his regular shift without having been previously notified not to report, the employee will be given at least four (4) hours work, or if no work is available, he will be paid the equivalent of four (4) hours at this regular rate of pay, except in cases of labour disputes, or conditions beyond the control of the Company.

## **ARTICLE 19 — ADMINISTRATION**

19.01 An employee called for a disciplinary interview shall have a union representative present during the interview. An employee shall only be disciplined in the presence of his/her union representative.

19.02 No employee shall be disciplined or discharged except for just cause.

19.03 The employee shall be notified in writing of the reasons for discharge, suspension or any disciplinary action on the day the action is taken. A copy of such action shall be given to the employee's union representative.

19.04 It is agreed however, the record of any disciplinary action placed against an employee shall not be used against him/her after lapse of twelve (12) months from the date of issue provided the employee receives no further discipline during the twelve (12) month period.

## **ARTICLE 20 — SUSPENSION & DISCHARGE GRIEVANCES**

20.01 In the case of suspension or discharge grievances, Step 3 shall be invoked within three (3) working days.

## **ARTICLE 21 — PERSONAL LEAVE OF ABSENCE**

21.01 The Company may grant leave of absence without pay to an employee requesting in writing such leave of absence and such leave shall not be unreasonably withheld.

Employees will continue to accrue seniority for the period of leave of absence.

21.02 Union Leave:

Leave without pay will be granted for a period up to five (5) days per year to permit members of the bargaining unit to attend conventions, educational seminars or conferences called by the National Union or other Labour Councils, It is understood that not more than two (2) members will be absent at one time under this section and that applications for leave will be presented in writing as soon as possible; in any case, not less than two (2) working days. Employees absent on union leaves of absence shall continue to accumulate seniority. As well, coverage under all benefit plans shall continue.

**21.03 Provide for two (2) paid sick days each calendar year.**

## **ARTICLE 22 — PAID EDUCATION LEAVE**

22.01 The Company agrees to pay into a special fund one thousand **five hundred (1,500.00)** per year for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis

into a trust fund established by the National Union, **Unifor** and sent by the Company to the following address:

**Unifor** Paid Education Leave Program  
205 Placer Court  
North York, ON M2H 3H9

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

### **ARTICLE 23 — BEREAVEMENT LEAVE**

23.01 An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay and benefits of a death in his/her immediate family (spouse, including common-law spouse, **same sex spouse**), children, mother, father, sister, brother, mother-in-law, and father-in-law.

23.02 An employee shall be granted one (1) day without loss of pay and benefits of a death of grandparents, grandchild, sister-in-law and brother-in-law, **niece and nephew of immediate family**.

23.03 Bereavement leave shall not count towards Emergency Leave Days.

### **ARTICLE 24 — VACATIONS**

24.01 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of the calendar year.

24.02 Each employee will be entitled to a vacation with pay in accordance with the following:

- (a) Employees who have been employed by the Company for more than one (1) year, but less than five (5) years, shall be entitled to two (2) weeks' vacation or two (2) weeks' pay, whichever is greater and shall receive as vacation pay, four percent (4%) of gross earnings.
- (b) Employees who have been employed by the Company for more than five (5) years shall be entitled to three (3) weeks of vacation and shall receive as vacation pay six (6) percent of gross earnings less the previous year's vacation pay.
- (c) Employees who have been employed by the Company for more than twenty (20) years shall be entitled to four (4) weeks of vacation and shall receive as vacation pay eight percent (8%) of gross earnings.

## **ARTICLE 25 — VACATION SCHEDULING**

- 25.01 The Company shall post the schedule for the next calendar year on December 15<sup>th</sup>
- 25.02 Vacation time preference will be given to the employee with the greater classification seniority.
- 25.03 The employee with the highest classification seniority will bid and so on, until each employee has indicated their vacation preference.
- 25.04 Bidding by employees will be completed by April 15<sup>th</sup>. The vacation schedule for the following year will be posed in the workplace by April 30<sup>th</sup>.
- 25.05 If an employee does not bid on vacation, the Company will have the option to assign vacation periods to that employee.
- 25.06 Subject to the approval of the Company, employees will be permitted to trade vacation periods with other employees in the same classification and any employees who wish, may change vacation dates after the vacation schedule has been established.

## **ARTICLE 26 — PAID HOLIDAYS**

- 26.01 The Company recognizes the following days as designated paid holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Family Day	Half (1/2) Day Christmas Eve	
Half (1/2) Day New Year's Eve		

**Note: Half days: employees will be canvassed for the shifts on a voluntary basis by seniority. Employees will be assigned in reverse order of seniority if no volunteers.**

- 26.02 Where the holidays are full days, eight (8) hours at the straight time rate shall be paid to each employee not scheduled to work on any of the above observed holidays regardless of the day of the week upon which the holiday falls.
- 26.03 Employees covered by this agreement, shall be paid their holiday pay, providing that the employee is not absent from work either on the work day immediately preceding or the work day immediately following the holiday, unless on vacation, approved leave of absence or on sick leave of less than twenty (20) days.
- 26.04 Employees required to work on designated holidays will be paid time and one half (1<sup>1/2</sup>) for all hours worked in addition to holiday pay.

## **ARTICLE 27 — TECHNOLOGICAL CHANGE**

27.01 Where employees are required by the employer to take Ford full day training courses, they shall receive eight (8) hours pay and where employees live more than 25 km from the training site they will receive twenty-five dollars (\$25) a day.

27.02 Technicians will be paid twenty-five dollars (\$25) for every web based Ford course that they complete with the manager's approval.

## **ARTICLE 28 — NEW JOB**

28.01 When a new job is created the Company shall establish a classification and wage rate. If the Union does not agree with the classification and rate set by the Company it can file a grievance.

The Arbitrator will have the authority to set the new wage rate and classification and award redress.

## **ARTICLE 29 — PROTECTIVE CLOTHING**

29.01 Where the nature of the task assigned to an employee inside or outside requires the use of special equipment or protective clothing except for boots, such equipment will be provided by the Company.

29.02 Uniforms:

The Company requires an employee to wear a uniform. The Company will pay for fifty percent (50%) of the cost of the uniform and shall pay **seventy five percent (75%)** towards the laundering and furnishing of uniforms.

29.03 The Company will, on proof of purchase (sales receipt) reimburse employees who have completed their probationary period **two hundred dollars (\$200.00)** per year towards the cost of safety shoes,

## **ARTICLE 30 — NEW EMPLOYEE ORIENTATION**

30.01 Union Information for New Employees

The Company agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the collective agreement. The Company agrees that a union representative will be given an opportunity to interview each new employee within regular working hour, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of

employment for purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 31 — HEALTH & SAFETY**

31.01 The Company and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees of the Company.

31.02 The Union and the Company agree to actively promote measures to ensure the Health and Safety of all employees.

31.03 The Joint Health and Safety Committee (JHSC) will have a minimum of four (4) members, two (2) representing the Union, who are elected or appointed by the Union and two (2) representing management. The number of members of the Committee may be increased by mutual consent.

31.04 Members of the WH&SC shall be certified as required.

31.05 The Joint Health & Safety Committee shall meet during regular working hours once every three (3) months, or more frequently as mutually agreed, to review and resolve health and safety issues.

31.06 The Health and Safety Committee shall have the following responsibilities:

- (a) It shall participate in all inquiries and investigations pertaining to Occupational Health and Safety;
- (b) It shall regularly monitor programs, measures and procedures related to the Health and Safety of employees;
- (c) It may request from the Company such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- (d) It shall have full access to all government and employer reports relating to the health and safety of the employees but shall not have access to the medical records on any person, except with the consent of that person;
- (e) It may establish and promote health and safety programs for the education of the employees;
- (f) It shall ensure that adequate records are kept on workplace accidents, injuries and health hazards and it shall regularly monitor data relating to those accidents, injuries and hazards; and
- (g) It shall receive, consider and expeditiously dispose of complaints regarding the health and safety of employees.

The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the Health and Safety Representative.

31.07 Standards

The Company agrees that any machine or equipment failing to meet standards will be taken out of service until repaired and passing the test.

31.08 During all absences, both parties will recognize a substitute member as designated.

31.09 During the current negotiations the Union raised with the Company its concern regarding possible future change to the *Occupational Health and Safety Act* and Regulations.

Both parties agree to abide by the current *Occupational Health and Safety Act* and its Regulations and will continue to co-operate in prevention of accidents and promotion of health and safety. The parties further agree that the current *Occupational Health and Safety Act* and Regulations would be considered a minimum standard.

**ARTICLE 32 — CLASSIFICATION AND WAGES**

32.01 The classifications and wages for each seniority list are set out on Schedule "A" attached hereto.

**ARTICLE 33 — NATIONAL DAY OF MOURNING**

33.01 The Company agrees to allow employees one (1) minute silence at 11:00 am on April 28<sup>th</sup> of each year in observance of those workers killed on the job.

33.02 The Company agrees to allow employees one (1) minute silence at 11:00 am on November 11<sup>th</sup>, of each year in observance of Remembrance Day.

33.03 The Company agrees to allow employees one (1) minute silence at 11:00am on December 6<sup>th</sup> of each year in observance of Violence against Women.

**ARTICLE 34 — SKILLED TRADES APPRENTICE**

34.01 General

The purpose of this Article is to define the provisions for registration, education, seniority, and all other matters peculiar to skilled trades apprenticeships.

34.02 Registration

All apprentices will be registered pursuant to the *Apprenticeship and Certification Act* and will sign a written Apprenticeship Agreement with the Company. The joint Apprenticeship Committee will be present.

### 34.03 Training (on the Job)

The skilled trades apprenticeship program shall include a rotation from technician to technician on a schedule agreed to between the Company and the Union.

### 34.04 (a) School Attendance

Apprentices will be required to attend classes for related instruction. An apprentice will be compensated by Employment Insurance Benefits for time spent in classroom instruction. If and when the government withdraws Employment Insurance Benefits, the Company and the Union will meet and discuss the matter. The Company and the Union will establish a related progressive training schedule for the apprentices similar to that recommended by the Unifor Apprenticeship Standards, offering full exposure to all aspects of the apprentice's trade. The Company will cooperate with the apprentices in their efforts to attend such courses. The employee will make application to register for the necessary courses and the Company will arrange for the apprentices to attend such courses.

- (b) Registered Apprentices will have the opportunity to attend the Ford Asset Program provided employees have a minimum of six (6) months seniority.

### 34.05 Completion of Apprenticeship

An apprentice shall complete his/her apprenticeship when he/she receives Class "A", Class "B", Class "5", or Class "T" certification. An employee who receives Class "A", Class "B", Class "S", or Class "T" certification shall receive the journeyman's qualification.

### 34.06 Seniority

The apprentices will exercise their seniority in their own classification.

Seniority in the skilled trades classifications will be based upon total company-wide seniority.

A reduction in skilled trades classifications will be governed by the provisions of Article 13.

### 34.07 Seniority Employees

- (a) Notice of apprenticeship openings will be posted on the Company's Bulletin Board.
- (b) Subject to the provisions of Article 12, applications for apprenticeship will be received by the Shop Manager from seniority employees (employees within the bargaining unit) who consider themselves eligible under this program of training.



#### 34.08 Discipline

The Company shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause pertaining to this apprenticeship such as:

- (a) Inability to learn
- (b) Unsatisfactory work
- (c) Lack of interest in his/her work or education.

This shall not limit the right of the Company to discipline an apprentice for cause for matters not related to his/her training as an apprentice. Such discipline by the Company shall be subject to the Grievance Procedure.

#### 34.09 Apprentices

- (a) Apprentices in each of the Trades covered shall be paid during their four (4) periods of training under the *Trades Qualifications Act* the following levels of the wages paid to the Journey Tech:
  - (i) 0-1800 hours – fifty percent (50%) during the first period;**
  - (ii) 1801-3600 hours – sixty percent (60%) during the second period;**
  - (iii) 3601-5400 hours – seventy percent (70%) during the third period;**
  - (iv) 5401-7200 hours – eighty percent (80%) during the fourth period;**
  - (v) 7201-9000 hours – ninety percent (90%) during the fifth period;**
  - (vi) Over 9000 hours – one hundred percent (100%)**
- (b) New employees will be slotted in above levels based on education and accredited hours when entering the program. The Company, with the approval of the Joint Committee, may recognize experience in placing an employee at a higher level.
- (c) In order to progress from one wage level to the next the apprentice must complete the time in each period, and pass all applicable examinations for the corresponding educational portion of their training.

- (d) An employee who has seniority rights who enters the apprenticeship program will remain at his/her current hourly rate until such time as the percentage (%) of the journeyman's rate is the greater of the two (2) and will continue to progressively increase as per the above chart.

34.10 The term "Journeyman/Woman" as used in this Agreement shall mean any person:

- (a) Who presently holds a journeyman/women classification in a skilled trades occupation as listed below:

Class "A" Technician Class "B"

Technician Class "S" Technician

Class "T" Technician

- (b) Any further employment in the skilled trades occupations as listed above, after signing this Agreement, shall be limited to journeymen/women and apprentices.
- (c) The Company agrees to reimburse the cost of renewing any mechanical licence required by the company including emission licences and ozone depletion prevention (ODP) licences.

34.11 The parties hereby agree to establish a Joint Apprenticeship Committee with one (1) member each from the Company and the Union. The Union member shall be a Licensed Technician.

The Committee shall meet quarterly to review the progress of the Apprentices in the Program and the program itself to ensure compliance with the provisions of the *Apprenticeship and Certification Act*.

## **ARTICLE 35 — INJURY ON THE JOB**

35.01 Employees who are injured at work and who are unable to continue at their job and who are sent home by the Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurs.

## **ARTICLE 36 — BENEFITS**

36.01 During a period of lay-off, employees will have benefit coverage for the month of lay-off plus the following month.

36.02 Employees on maternity leave or parental leave will have benefit coverage provided they pay their share of premiums.

36.03 Upon termination, all benefits cease except employees may convert life insurance to an individual policy within thirty (30) days of termination.

36.04 The previous benefits for current employees shall continue on a cost shared basis. Employees hired after date of ratification shall not be eligible for the pension plan.

36.05 Vision care is two hundred and **fifty** dollars (**\$250.00**) (per employee every twenty-four (24) months with copy of prescription.

**36.06 Voluntary contribution to match pension plan. Company agrees to match up to a maximum of 1% annual income based upon employee's contribution of 2%.**

#### **ARTICLE 37 — MATERNITY/PARENTAL LEAVE**

37.01 Employees shall be granted maternity/parental leave in accordance with the *Employment Standards Act*.

#### **ARTICLE 38 — MEDICAL CERTIFICATES**

38.01 Where an employee is required by the Employer to produce a certificate from a medical practitioner for any illness or filing of a medical form where a claim is made under a sick leave plan, the full cost of such certificate or insurance for, will be paid by the Company.

#### **ARTICLE 39 — UNION ELECTION**

39.01 The Company agrees that during the term of the agreement, the election of officers of the Union may be conducted on Company premises under the following guidelines:

- (a) Actual voting shall take place during lunch periods or prior to commencement of a shift.
- (b) Time required by the election committee will be at the Union's expense.

#### **ARTICLE 40 — TUITION REIMBURSEMENT PLAN**

40,01 An employee who successfully completes a course related to his/her job function, shall be reimbursed for one hundred (100%) for the cost of tuition and required texts with the prior written approval of the Manager.

#### **ARTICLE 41 — SHOP USAGE/EMPLOYEE DISCOUNTS**

41.01 One new vehicle per year at current "dealer invoice price" plus \$100, \$300 over wholesale price for a used vehicle is permitted providing the vehicle is registered in either the employee's name or spouse and is not for resale within a year. This will be conditional upon availability of the product and the employee must deal with the New Vehicle Department Manager and not involve a salesperson. The employee discount on new vehicles shall not apply to SVT (Special Vehicle Team) franchised vehicles.

New Vehicles	Ford Motor Company invoice plus
\$100	
(Subject to above conditions)	
Ford Parts	Cost price plus 10%
Ford Reman Parts	Cost price plus 10% All Ford Parts and Accessories Cost price plus 10%

The employee discount on parts and accessories shall not apply to specialty boutique items, i.e., Nascar apparel and collectible items.

Service work on employees' vehicles to be \$50.00 labour cost.

**ARTICLE 42 — SUBSTANCE ABUSE REPRESENTATIVE**

42.01 The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessarily limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and Union and Company representative alike to recognize and deal constructively with such problems as they arise.

42.02 Any employee who undergoes a prescribed rehabilitative process will be entitled to Sickness and Accident Benefits in accordance with the Sickness and Accident Plan.

42.03 Should the Substance Abuse Representative come from the workplace covered by this collective agreement, she/he shall be granted a leave of absence, with full accumulation of seniority and pension service for the duration of time that she/he performs the job of Substance Abuse Representative.

**ARTICLE 43 - MISCELLANEOUS**

43.01 Technicians will not be debited time for warranty or retail work without the technician being advised.

43:02 When a technician finishes a line on a repair order, the line must be booked on the same day and the technician must be paid for that job on the same day or within one (1) day.

43:03 Bargaining Unit Work

- (a) Personnel outside the bargaining unit except for cashier, Parts Manager and Assistant Parts manager, are not permitted to perform duties of the employees in the bargaining unit. (For clarity the parts department will have one (1) manager and one (1) assistant manager and a minimum of

two (2) bargaining unit parts department employees). This is not meant to curtail management's requirements to provide adequate service to the customer and does not have the intent of preventing supervisors or service salesman from making adjustments or repairs of a minor nature, this clause does not apply to students.

- (b) Service Advisors will be credited with cashier sales while cashiers are performing coverage for advisors.
- (c) **The Company has agreed to the requirement for an additional Diesel/HD Technician to alleviate the temporary position of overflow work being performed by management.**

**ARTICLE 44 — DURATION**

44.01 This agreement shall be effective from the **February 1<sup>st</sup>, 2020** to and including the **31<sup>st</sup> day of January, 2023**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain, with a view to the renewal of the expiry of the collective agreement at any time within a period of 90 days before the expiry of the agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such period as mutually agreed.

**For the Company**

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**For the Union**

  
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**SCHEDULE "A" - Classifications & Wages**

	<b>CURRENT</b>	<b>February 1/2020 2%</b>	<b>February 1/2021 2%</b>	<b>February 1/2022 2%</b>
Seniority List A Licensed Technician	\$30.52	\$31.13	\$31.75	\$32.38
Seniority List B:				
Parts Driver	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.57</b>	<b>\$14.86</b>
Shuttle Driver	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.57</b>	<b>\$14.86</b>
Lot Person	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.57</b>	<b>\$14.86</b>
Detailer	<b>\$15.53</b>	<b>\$15.84</b>	<b>\$16.16</b>	<b>\$16.48</b>
Installer	<b>\$18.69</b>	<b>\$19.06</b>	<b>\$19.44</b>	<b>\$19.83</b>
Lube Person	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.57</b>	<b>\$14.86</b>
Car Washer	<b>\$14.00</b>	<b>\$14.28</b>	<b>\$14.57</b>	<b>\$14.86</b>
Service Advisor		<b>\$39,000.00 Per Year</b>	<b>\$40,000.00 Per Year</b>	<b>\$41,000.00 Per Year</b>
Parts Counter		<b>\$35,000.00 Per Year</b>	<b>\$36,000.00 Per Year</b>	<b>\$37,000.00 Per Year</b>

Trimmer

If the Company hires a Trimmer after the Date of Ratification, he/she shall be paid \$1.00 per hour less than licensed Technician. The current Trimmer will continue to be paid at the Technician Rate.

Diesel Technician

Agree to delete with the understanding that the Company and the Union will meet and agree on a rate of pay. If the Company and the Union can't agree, the matter will proceed to binding arbitration.