

# **COLLECTIVE AGREEMENT**

Between

**STERLING FORD SALES (2020) INC.**

and

**UNIFOR AND ITS LOCAL 4270**



Effective from: August 31, 2020 to August 30, 2023

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**COLLECTIVE AGREEMENT**

between

**STERLING FORD SALES (2020) INC.**

(Hereinafter referred to as the “Company”)

-and-

**UNIFOR AND ITS LOCAL 4270**

(Hereinafter referred to as the “Union”)

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**ARTICLE 1: PURPOSE**

- 1.01 The purpose of this Agreement is to promote and maintain communication and harmonious relations between the Company and its employees represented by the Union; to secure continuous efficient operations, with safe working conditions; to prevent any interference with the efficient operation of the Company’s business, including a positive work environment , quality service and customer satisfaction; to provide an effective method for the prompt disposition of grievances and to establish and maintain rates of pay, hours of work and working conditions which are both fair to the employees and consistent with the Company's obligations, recognizing that the well-being of the Company and that of its employees depends upon the welfare of the business as a whole.

**ARTICLE 2: RECOGNITION**

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in the City of Ottawa, Ontario, save and except managers, persons above the rank of manager, service advisors, office, clerical and sales staff, and students employed during the school vacation period.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 It is agreed and understood that the Company has and retains all rights, functions, powers, privileges and authority that it possessed prior to the signing of this Agreement excepting those rights that are specifically relinquished or restricted in this Agreement. The Company agrees that these rights will not be exercised in a manner inconsistent with the terms of this Agreement.
- 3.02 The Union recognizes and acknowledges that it is the exclusive function and right of the Company to manage its business in all respects, to hire, retire, promote, demote, transfer, classify and to discipline or discharge any employee for just cause provided that a claim by an employee that has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as provided in this Agreement.
- 3.03 It is also recognized that the Company has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Company agrees to provide the Union with advance notice of any such changes and provide the Union with an opportunity to provide input. Employees must indicate by signature, when requested, that they have received and read any new company policies or revisions to existing policies.

### **ARTICLE 4: NO DISCRIMINATION**

- 4.01 The Company and the Union agree that there will be no discrimination against any employee due to race, faith, skin colour, gender, nationality, heritage, disability, sexual orientation and/or Union activity.
- 4.02 The parties hereto agree that the *Human Rights Code of Ontario* is applicable to all employees during the life of this agreement.

### **ARTICLE 5: UNION REPRESENTATION**

- 5.01 The Company shall recognize the following Union representation:
- (a) A negotiating committee of two (2) employees.
  - (b) The representatives outlined in 5.01(a) above shall serve as the Grievance Committee.

- (c) A Joint Health and Safety Committee consisting of at least two (2) union members (JHSC membership must correspond to the Ontario Ministry of Labour Employment Standards).

Each member shall have at least one year of Seniority with the Company and shall be a regular employee of the Company during this time of office. The Company will recognize the grievance committee on any matter properly arising out of this Agreement, and the said committee agrees to co-operate with the Company in the administration of this Agreement.

- 5.02 It is understood and agreed that Committeepersons, as well as other employees, have regular duties to perform in connection with their employment. A Committeeperson with the prior approval of the supervisor of the department in which they are employed shall be permitted during regular working hours, to leave their regular duties to handle grievances as provided herein. The right of Committeepersons to leave their work during working hours is extended on the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the Committeeperson will punch off current repair order and punch in on shop time when on union business. Committeepersons will be paid for such time at their regular straight time hourly rate.
- 5.03 Upon the hiring of a new employee into the bargaining unit, the Union agrees to provide the employee with a Collective Agreement and an introduction to the Committee Chairperson or their alternate.
- 5.04 The Company agrees that the National Representative of the Union may enter the premises during working hours to deal with the administration of the Collective Agreement at a mutually convenient time and shall notify the Dealer Principal or General Manager of the meeting in advance. Permission shall not unreasonably be withheld.
- 5.05 The Company agrees that the employees may wear Union non-metallic badges not more than 75% of the size of their personal name patches while on duty and may display Union decals on their toolboxes. If said badges are to be sewn onto the uniforms they must be attached by the service provider.

#### **ARTICLE 6: UNION SECURITY AND DUES DEDUCTION**

- 6.01 As a condition of employment, all new employees covered by this Agreement shall become and remain members of the Union.
- 6.02 The Company agrees during the term of this Agreement to deduct the amount of dues as uniformly fixed by the Union from the pay of each employee. The said Union dues shall be deducted every pay period. The Company also agrees during

the term of this Agreement to deduct the prescribed initiation fee or sum equivalent from all hourly employees hired after the date of ratification following the completion of their probationary period.

- 6.03 The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque to the officer or officers of the Union, together with a list of employees from whom deductions were made, those who were not checked off and why.
- 6.04 The Financial Secretary of the Local Union will notify the Company of the amount of regular Union dues and any changes.
- 6.05 The Company is to forward semi-annually to the Union the names and addresses, including postal codes, of all employees covered by the Collective Agreement; lists to be supplied to the National and the Local.
- 6.06 It shall be the Company's responsibility to show the full amount of Union dues deducted on each employee's annual T-4 slip.
- 6.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this article.

#### **ARTICLE 7: SENIORITY**

- 7.01 (a) Newly hired employees shall be on probation until they have performed sixty (60) complete days of work for the Company and shall have no seniority rights during this period. Upon successful completion of the probationary period a new employee shall have their seniority date in the appropriate classification back-dated sixty (60) days from the successful completion of their probationary period. During the probationary period, the employee shall be considered as being employed on a trial basis and may be discharged, laid-off, and transferred at the discretion of the Company, subject to the provisions of 13.02.
- (b) Students employed during the summer vacation period or on a co-op work share program who decide to stay on after such period will commence their probationary period from the date of notification to the Company that they wish to remain as full-time employees provided the Company has an opening and wishes to hire.
- (c) Full-time employees will be considered as senior to any part-time employee within their respective group.
- (d) The probationary period for part-time employees shall be 480 hours worked.

- (e) In the event that more than one employee is hired on the same date, the employees shall be placed on the seniority list in alphabetical order which shall determine their seniority ranking.
- 7.02 "Seniority" shall mean an employee's length of uninterrupted service in a classification within a department since the last date of hire with the Company. An employee shall maintain and accumulate Seniority under the following conditions:
- (a) While an employee is actively at work for the Company after having completed the probationary period as set out in Article 7.01 above;
  - (b) During any period when the employee is prevented from performing work for the Company by reason of injury arising out of and in the course of employment for the Company and for which is receiving compensation under the provisions of the Workers' Compensation Act, subject to Article 7.10.
  - (c) During the first thirty (30) days of any leave of absence. For leaves of absence in excess of thirty (30) days, seniority is maintained, but not accumulated, subject to the provisions of 7.10.
  - (d) During the first twelve (12) months of any absence due to illness or injury seniority will be maintained and accumulate, beyond twelve (12) months seniority will be maintained;
  - (e) During the first twelve (12) months of absence due to any lay-off or a period equal to the employee's Seniority prior to such absence, whichever is the lesser.
  - (f) Apprentices that move into a licensed technician classification will carry over half of their apprenticeship seniority to a maximum of five (5) years for the purposes of layoff. This clause will also apply to employees who were employed by the Company in the apprentice classification in 2017.
- 7.03 (a) For the purpose of Seniority as defined in this Agreement, there shall be three (3) Departments:
- 1. Service
  - 2. Parts Department
  - 3. General Employees
- (b) The classifications within each Department are set forth in Schedule "A" which is attached hereto.
  - (c) It is understood and agreed that licensed mechanical technicians (Class "S") will perform the designated work as set forth in the Motor Vehicle Transport Act of Ontario. It is understood that non-licensed mechanical technicians, save and except Apprentices, will not perform the restricted skill work as set forth in the



*Motor Vehicle Transport Act of Ontario.* However, licensed technicians performing non-designated work will be paid their regular flat rate or the menu rate for the allotted time of said function or group of functions.

- (d) It is understood and agreed that in the assignment of work and in the application of 7.04 the Company may consider current proficiency, based on qualifications, Ford Motor Company of Canada Ltd. recognized certificates and current requirements in, but not limited to the following categories: electrical systems, gasoline engine performance, climate control, brakes, suspension & steering, automatic transmission, manual transmission and drive axle, engine repair, diesel engine performance and diesel engine repair.
  - (e) Employees will not carry over Seniority from one classification to another. For those persons presently in the employ of the Company, Seniority shall be settled by the list delivered to the Union with employee's name, classification and start date. The classification in which the employee is presently working shall be the classification in which the employee has Seniority. In the event that an employee returns to the former classification and department, the employee will maintain the departmental and classification seniority held prior to the move. For new employees, it shall be the date of last hire in the classification in which they are hired.
- 7.04 In the event of a lay-off, the Company will consider the requirements, the skill, and ability of the individual to perform the normal work required. In determining which employee is to be laid off or recalled from lay-off, and where these are equal in the opinion of the Company, the employee with the greatest Seniority, will be the last laid off and first recalled from lay-off. It is understood and agreed that in the assignment of work and in the application of this clause, the Company may consider Ford Motor Company of Canada recognized certificates. It is understood and agreed that in the event the manufacturer creates new or revised specific requirements, the Company will inform the technicians and the parties agree to be bound by them.
- For the purpose of this Article, a lay-off means a lay-off for more than five (5) working days.
- 7.05 (a) If the Company lays off an employee for more than five (5) days; the Company shall provide four (4) days' notice.
  - (b) If the Company reduces the work force for five (5) days or less, the Company will provide notice by 3:00 P.M. the day before.
- 7.06 The Company agrees that no partial reduction in hours shall be instituted unless the group of employees affected, in consultation with the Union, agree.

- 7.07 At the same time the employees are given notice pursuant to Article 7.05(a) the Company will provide the Chairperson of the Union committee with a list of employees to be laid off or recalled, also any cancellation of such notice.
- 7.08 The Company shall prepare a seniority list in January and July of each year showing the last hiring date of each employee. One (1) copy of such list shall be supplied to the Chairperson and one (1) copy shall be posted on the Union notice board.
- 7.09 Whenever the application of the above seniority provisions appears to be impractical, exceptions to the provisions may be mutually agreed to between the Company and the Union.
- 7.10 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated and employee benefits will cease under the following conditions:
- (a) if the employee voluntarily quits;
  - (b) if the employee retires;
  - (c) if the employee is discharged for any cause and not reinstated through the grievance procedure;
  - (d) if the employee fails to report for duty after a leave of absence in accordance with the provisions of this Agreement;
  - (e) if twelve (12) months have elapsed from the day of lay-off or a period equal to the employee's Seniority prior to such absence, whichever is the lesser. It is understood and agreed that any employee on lay-off will have employee benefits maintained until for thirty days following the lay-off at which time all employee benefits will cease.
  - (f) if the employee is absent from their duties for three (3) or more consecutive days without notifying or without making reasonable efforts to notify the Company and without a reason satisfactory to the Company.
  - (g) if the employee does not return to work after lay-off within five (5) working days after being recalled by the Company by telephone, by registered mail or by mail addressed to the employee's contact information last known to the Company. It shall be the employee's responsibility to keep the Company and the Union notified as to any change of address or other contact information to ensure this information is available and up-to-date at all times.
- 7.11 Employees promoted to supervisory positions or transferred out of the bargaining unit will retain and accumulate seniority for a period of up to one (1) year, and if

transferred back into the bargaining unit thereafter, seniority shall include service at the time of the transfer plus one (1) year.

- 7.12 The members of the Grievance Committee shall be the last to be laid off provided there is work available which they are qualified and willing to perform.

## **ARTICLE 8: PROMOTIONS**

- 8.01 (a) In the event new classifications are created or when permanent job vacancies occur in the bargaining unit, other than at entry level positions and lead hand positions, and where the Company desires to fill such a permanent job vacancy, such fact will be posted on the bulletin board for a period of two (2) working days. Employees may apply for same to the Department Manager on forms which will be supplied by the Company on request.
- (b) The Company will provide the Union with a copy of a job posting after such posting has been placed on the Bulletin Board.
- 8.02 In filling any posted vacancy under this Article, the Company will consider the requirements, the qualifications, skill and ability of the individual to perform the normal required work and where these are, in the opinion of the Company, equal, Seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Company reserves the right to hire.
- 8.03 Except for a vacancy occasioned by the placing of the successful applicant in the position so posted, any additional vacancy may be filled by the Company without posting. Should the successful applicant for such vacancy be unsatisfactory, they shall be returned to their former job and the vacancy may be filled without further posting by the next applicant subject to the provisions of 8.02.
- 8.04 Any employee who has successfully bid under this article shall not be entitled to bid on a posted job before three (3) months from the date of a successful bid, except with the Company's permission.
- 8.05 In the event an employee cannot fulfill the requirements of the job, the employee shall be returned to the former position within a period of thirty (30) working days.
- 8.06 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred the employee shall receive their regular rate of pay during such temporary transfer.

- 8.07 If the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate of pay for the job from which the employee has been transferred, the employee shall receive the higher rate of pay for the job to which the employee has been transferred after a period of eight (8) consecutive working hours, subject to 8.08.
- 8.08 A licensed technician and apprentice will not be assigned to any task or work not related to their own classification. However, the Company has the exclusive right to temporarily transfer unlicensed employees between job classifications for ninety (90) working days or less due to leaves of absence, illness, injury or other unforeseen circumstances. This period may be extended by mutual agreement between the parties. It is agreed this clause will not be used to circumvent the job posting procedures.
- 8.09 It is agreed that the lead hands may be appointed at the exclusive discretion of the Company; however, the Company agrees to post the notice that such vacancies exist.

#### **ARTICLE 9: SAFETY AND HEALTH**

- 9.01 The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Company shall comply with the Ontario Ministry of Labour as well as the *Occupational Health and Safety Act, 1990* its regulations and codes of practice and environment legislation and regulations in effect on the effective date of this Agreement, as minimum standards.
- 9.02 **Joint Health and Safety Committee**
- (a) A Joint Health and Safety Committee shall be composed of a minimum of two Union members chosen by the Union all of whom shall be certified. At no time shall the number of Company members be allowed to outnumber the amount of Union members.
  - (b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a Union member, the other shall be a Company member.
  - (c) Without limiting the generality of the foregoing, the committee shall:
    - i. Determine that inspections have been carried out at least once every two months by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.

- ii. Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
- iii. Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- iv. Hold meetings at least once every two months for the review of:
  - reports of current accidents and occupational diseases, their causes and means of prevention
  - remedial action taken or required by the reports of investigations or inspections
  - any other matters pertaining to health and safety
- v. Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local Union.
- vi. Have access to and promptly receive copies of all reports, records and documents in the Company's possession or obtainable by the Company pertaining to health or safety.
- vii. Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

### 9.03 **Right to Refuse**

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- (b) When a worker exercises their right to refuse, they shall notify the supervisor who shall promptly notify the Union co-chair or designate who shall participate in all stages of the investigation.
- (c) If the Union co-chair and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (d) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

#### 9.04 **Accident and Incident Inspections**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident.

#### 9.05 **Education and Training**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training.
- (b) During the life of the Agreement, one of the Union members of the committee shall be allowed one week paid leave per year to attend courses or conferences given by or chosen by the Union. The Company shall pay the lost time and course fees.
- (c) Each year a Union member of the committee shall train all employees for eight (8) hours outside of normal business hours. The Company agrees to co-operate and provide access to the workplace if required.
- (d) The Company shall pay the lost time and course fees, if any.

#### 9.06 **Disclosure of Information**

The Company shall provide the Union and the committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

#### 9.07 **Right to Accompany Inspectors**

The Union co-chairperson or designate shall be allowed to accompany government inspector on an inspection tour.

#### 9.08 **Access to the Workplace**

Union health and safety staff or Union consultants shall be provided access to the workplace and to attend meetings of the committee or Union committee or for inspecting, investigating or monitoring the workplace.

9.09 **Protective Clothing and Equipment**

The Company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing chosen by the committee, required including safety glasses (if necessary) welding leathers and helmets, gloves and hard hats. These shall be maintained and replaced where necessary, at the Company's expense.

9.10 **Employment of Disabled Workers**

The Company agrees to attempt to offer every disabled employee a suitable job, if available, upon the employee's return to work which shall continue as long as the disability lasts.

9.11 **First Aid Attendants**

- (a) The Company will attempt to have first aid attendants present on all shifts.
- (b) The Company shall pay for the fees, and textbooks time of all first aid attendants who successfully complete a first aid course.

9.12 **Injured Workers Provisions**

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at their regular rate of pay.
- (b) Such employee shall be provided with transportation to their doctor's office or hospital and to their home.

9.14 **Health and Safety Certification Training**

- 1. The Company agrees that all members of the Joint Health and Safety Committee will complete health and safety certification training within six (6) months of the effective date of the Collective Agreement.
- 2. The Company will pay the full cost of the training including lost time, if any, course fees and materials.
- 3. The Company agrees that all certification training will be conducted in joint Union/management training sessions conducted by instructors provided by the Workers Health and Safety centre.

9.15 Employees will keep their work area clean, tidy and organized at all times.

9.16 **Medical Examination**

Medical examinations required by the Company, shall, where same is not paid for by any part of the benefit plan under which the employee is covered, pay for such medical examination.

9.17 Employees will wear safety shoes and uniforms at all times while working and will wear safety glasses and safety equipment as necessary.

9.18 National Day of Mourning: - Each year on April 28 at 11:00 a.m., work may stop and a one minute of silence may be observed in memory of workers killed or injured on the job.

**ARTICLE 10: BULLETIN BOARD**

10.01 Bulletin Boards will be supplied by the Company upon which the union can post Notices approved by the Department Manager or the General Manager. The subject matter of such notices will pertain to education, recreational and social activities, sponsored by the Union, including Notices of Union Business, Meetings and Elections. Such approval shall not be unreasonably withheld.

**ARTICLE 11: GRIEVANCE PROCEDURE**

11.01 The purpose of this Article is to establish a procedure for the settlement of all grievances arising in respect of the interpretation, application, administration or alleged violation of this Agreement. The Company and the Union therefore agree that the designated grievance procedure as hereinafter set forth shall serve and constitute the sole and exclusive means to be utilized by the grievor for the proper disposition, decision and final settlement of a grievance arising in respect of the interpretation or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed.

11.02 "Grievance" shall mean a complaint or claim concerning the discipline or discharge of an employee, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.

11.03 The time limits referred to in the grievance procedure herein contained shall be deemed to mean "working days" and exclude Saturdays, Sundays and statutory holidays.

11.04 All grievances shall be dealt with and disposed of as hereinafter provided.



11.05 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss the complaint with the Department Manager. If the employee wishes, they may request the assistance of a steward. Such a complaint shall be brought to the attention of the Department Manager within three (3) working days of the incident giving rise to the complaint or within three (3) working days from the time the employee ought reasonably to have known. The Department Manager shall state the Company's decision verbally within three (3) working days of receiving the complaint.

**Step 1:** If an employee is not satisfied with the response of the Department Manager with respect to their complaint above, the employee or their Union representative may submit their grievance in writing, to the Department Manager within five (5) working days of the occurrence of the event(s) or five (5) working days from the time the employee ought reasonably to have known. The Manager shall answer the grievance in writing to the Union within five (5) working days after they have received same.

**Step 2:** When the grievance is not settled under Article 11.05 Step 1, it shall be presented by the Union to the General Manager within five (5) working days from Step 1. The General Manager shall respond in writing within five (5) working days.

**Step 3:** Failing a settlement at Step 2, the Grievance Committee may, within ten (10) working days of the time at which the decision at Step 2 was received, give notice in writing to the Company, requesting further consideration of the grievance. Company officials shall within ten (10) working days of this time meet with the Union to consider the grievance. The employee concerned shall be present at this meeting if either the Company or the Union requests. A National Representative may be present at this step to assist the local Union. The Company shall give its decision in writing within ten (10) working days of the meeting.

11.06 The settlement of any particular grievance shall be binding on the Company, the Union or any employee.

11.07 **Group Grievance**

Where two (2) or more employees have grievances which are sufficiently common in nature that they may be conveniently dealt with together, such grievances may, within ten (10) days of the occurrence of the events giving rise to the grievances or within ten (10) days from the time the employees had knowledge of the events and this occurred in a reasonable time frame, be submitted together in writing by the Union listing the names of the grievors. The grievances shall thereafter be dealt with as a single grievance, in accordance with the procedure set out in this Article.

11.08 **Policy Grievance**

A policy grievance shall commence at Step 2 of the grievance procedure, and may be filed by the Union or by the Company.

A policy grievance is defined as one which alleges:

- (a) Incorrect interpretation or administration of the agreement which may affect a group of employees or the collective interests of the Bargaining Unit or the Company;
- (b) Other action which may affect the collective interests of the Bargaining Unit or the Company;
- (c) A breach of an announced or existing policy of the Company concerning the benefits or rights established under this Agreement.

11.09 Any and all time limits fixed by Article 11 for the taking of action by either party or by an employee may be extended by Agreement in writing between the parties.

11.10 The Company will not call in any grievor to discuss the grievance unless the Unit Chairperson or his designate is present.

11.11 If arbitration is to be invoked, the request for arbitration must be made in writing to the other party within twenty (20) working days after receipt of the Company's response pursuant to Article 11.05, Step Three. If the request for arbitration is not given within the said twenty (20) day period, the grievance shall be deemed to have been abandoned and all rights to arbitration forfeited.

11.12 The time limitations and other procedures and requirements set out in this Article and Article 12 are mandatory and not merely directory and no matter may be submitted to arbitration which has not been properly carried out through all specified previous steps of the grievance procedure within the time specified, providing that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specific time limits in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.

11.13 It is understood and agreed that any arbitrator appointed pursuant to Section 48 of the *Ontario Labour Relations Act* will be bound by the requirements and arbitration procedures set out herein.

## ARTICLE 12: ARBITRATION

### 12.01 Sole Arbitrator

Both parties agree that any grievance which has been properly carried through all the steps of the grievance procedure outlined in the Agreement, and which has not been settled, and which has been referred to arbitration by written notice to arbitrate shall be heard by a sole arbitrator who shall be selected from the following panel of three (3) arbitrators in rotation subject to their availability:

1. Ms. Maureen K. Saltman
2. Professor Wesley B. Rayner
3. Mr. J.F.W. Weatherill

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

12.02 Each of the parties shall pay its own expenses including pay for its witnesses and expenses and one-half (1/2) of the expenses and fees of the Chairman.

12.03 The arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved.

12.04 The arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

12.05 All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

12.06 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

12.07 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness.

12.08 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employees affected by it.

12.09 In the event a grievance is not satisfactorily resolved under the grievance procedure set forth in this Agreement, and if neither party requests the matter to be arbitrated as provided for in this Article, then the grievance shall be considered for all purposes to have been waived and abandoned by the Union or the Company as the case may be.

### **ARTICLE 13: DISCHARGE AND SUSPENSION**

13.01(a) The discharge of any employee who has not completed the probationary period, hereinafter referred to as "a probationary employee", shall be at the sole discretion of the Company.

(b) No employee who has completed the probationary period will be disciplined or discharged without just cause.

13.02 A claim by an employee that has been discharged or suspended without just cause shall be treated as a grievance and shall commence at Step 2 of the grievance procedure, provided that a written grievance signed by the employee and their steward is presented to the Department Manager within five (5) working days after the discharge or suspension.

13.03 If an employee who has been suspended or discharged wishes to discuss the matter with a Steward or Grievance Committee member prior to leaving the Company premises, they shall be entitled to do so, provided such person or persons are available on the premises at the time of suspension or discharge.

13.04 The Union agrees as a condition of employment employees will not engage in soliciting work normally belonging to the Company during or after working hours.

### **ARTICLE 14: ADMINISTRATION OF DISCIPLINE**

14.01 In the event an employee is being suspended or discharged, a Grievance Committee person shall be present.

14.02 All suspensions and any discipline relating to theft will be removed from an employee's record, provided there has been no reoccurrence, after 24 months from the last occurrence. In the case of other discipline, they shall be removed after 12 months.

14.03 It is agreed that customer relations are an essential component of the Dealership's business and that actions by an employee which may have an adverse impact upon them will be dealt with through progressive discipline and are viewed by the parties as serious.

- 14.04 For purposes of this Article, discipline is defined as a written warning or more serious discipline. A copy of notices of discipline will be given to the Chairperson.

#### **ARTICLE 15: NO STRIKES AND NO LOCKOUTS**

- 15.01 The Union agrees that neither it, its staff, nor any of the employees represented by it will instigate, encourage or participate in any strike, slow-down, work stoppage or other interference with production of work, whether complete or partial, during the term of this Agreement.
- 15.02 The Union undertakes that, in the event of any violation of the foregoing provision, it will immediately advise the employees that such conduct is in violation of the Collective Agreement.
- 15.03 The Company agrees that it will not lockout employees covered by this Agreement during the term of this Agreement.
- 15.04 The word "strike" and the word "lockout" shall be deemed to have their meaning given these words in the *Ontario Labour Relations Act*.
- 15.05 Employees in the bargaining unit shall have the right to refuse to cross a legal picket line at a third party location.

#### **ARTICLE 16: HOURS OF WORK**

- 16.01(a) (i) The regular hours of work for day shift employees shall consist of five (5) shifts of eight and one half (8.5) hours between the hours of 7:30 a.m. to 5:00 p.m., Monday to Friday save and except for LOF, Fast Lane, Apprentices and shuttle bus drivers whose hours are between the hours of 7:30 a.m. to 6:00 p.m., Monday to Friday, and between the hours of 8:00 a.m. and 3:00 p.m. Saturday.
- The regular hours of work for employees in the Parts Department shall be between the hours of 6:30 a.m. and 5:00 p.m.
- (ii) It is understood and agreed that in order to provide coverage during peak periods the Company may stagger start and finish times by up to one hour. Such schedule will be determined by the Department Manager.
- (b) The parties understand and agree that in order to remain competitive the Company may need to institute a night shift.

- (i) The regular hours of work for night shift employees shall consist of four (4) shifts of eight (8) hours from 5:00 p.m. to 2:00 a.m. Monday to Thursday and eight (8) hours from 7:30 a.m. to 5:00 p.m. on Saturday.
  - (ii) It is understood and agreed that until such time as the Company decides to implement the full night shift, it may work a "swing shift" on Wednesday and Thursday evenings from noon to 9:00 p.m. The Company agrees that it will provide one (1) weeks' notice of its' intention to implement the swing shift.
  - (iii) In the event that the Company institutes a full night shift, it will when designating employees to work on the night shift first ascertain the names of those employees who desire night shift work. If there are insufficient volunteers, the Company will hire employees for the night shift. It is understood that the expansion of the night shift will not result in a lay-off of employees on the day shift.
  - (iv) It is understood and agreed that employees in the employ of the Company as of the date of ratification of this Agreement will have the option as to whether or not they wish to work the second shift or the "swing shift". Prior to going outside they will be given the first opportunity.
- (c) It is agreed that employees may, with the permission of their Department Manager, work hours outside the normal hours set forth in 16.01 (a) above.
  - (d) Employees who work a full Saturday will be entitled to the following Monday or Friday off. However, the employee must notify the Department Manager at least three (3) days prior to the Saturday as to which day they are planning to take off. Such hours will be averaged over a two-week period for the purposes of calculating overtime.
  - (e) All employees are required to be at their workstation at starting time.

16.02 It is understood that an eight and one half (8.5) hour work shift schedule provides for one non-paid lunch period per shift. In the case of flat rated technicians, apprentices, Fast Lane, and LOF employees the lunch period shall be one-half (1/2) hour and one (1) hour for all other employees. Technicians shall have the option of taking a one hour lunch break provided they so notify the Shop Foreman at the commencement of the shift. The Company may stagger the lunch period over a two (2) hour period from 11:30 a.m. to 1:30 p.m. on the day shift and from 4:00 p.m. to 5:30 p.m. on the afternoon/evening shift.

- 16.03 An employee engaged in working on a job at the end of their shift or period of duty will complete said job if possible to do so within one (1) hour following the normal completion of their shift or work period provided the job involves a vehicle which the customer requires before the commencement of the employee's next shift or work period. The Company will endeavour not to consistently assign work to an employee which extends past the normal end of their shift.
- 16.04 There shall be a rest period not to exceed fifteen (15) minutes – one in the first half of the shift and one in the second half of the shift to be taken at times established by the Company.
- 16.05 **Saturday Work:**
- (a) Prior to relying on subsections (b), (c) and (d), the Company will first ask volunteers to work on Saturdays.
- Should the Company not have enough volunteer employees for the upcoming Saturday, it shall rely on subsection 16.05(b), (c) and (d) following.
- (b) Until the Company employs twelve (12) or more licensed service technicians, no technician will be required to work more than one (1) Saturday in three (3). When the Company employs twelve (12) or more licensed service technicians on a regular full time basis, no technician will be required to work more than one (1) Saturday in four (4).
- (c) Parts employees working on Saturdays will rotate amongst the staff qualified to perform the work required and will be paid in accordance with the present practice.
- (d) The Company will post a notice by 3:00 PM on Thursday for scheduled week-end overtime requirements.
- 16.06 It is understood that the above paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or otherwise.
- 16.07 Employees who are unable to report for their regularly scheduled shift on time must call their immediate supervisor not less than one-half (1/2) hour before the beginning of the shift on days and at least one (1) hour before the beginning of the night shift.
- 16.08 Employees are allowed to work on a vehicle registered in their own name during regular shop hours outside the employee's assigned work hours with management approval. Such approval will not be unreasonably withheld. A repair order must accompany the vehicle at that time. Failure to follow this rule will result in discipline.

- 16.09 Where in the opinion of the manager there is insufficient work for all technicians present, the manager will allow technicians the option of leaving work based on the work available in the shop.
- 16.10 Notwithstanding the above, it is understood and agreed that employees wishing to leave early must first get permission from their Department Manager.
- 16.11 All employees are expected to perform any and all work assigned to them by the Company at all times.
- 16.12 An employee shall not leave the Company's premises during their scheduled working hours, except as required in the performance of their assigned duties.
- 16.13 **Reporting Pay**

The Company will at all times endeavour to give employees advance notice of cancellation of regular working hours. Any employee not so notified who reports for work at their regular starting time shall be guaranteed four (4) hours' pay at their regular straight time hourly rate unless any such change or cancellation is due to circumstance beyond the control of the Company such as fire, storm, power failure and the Company cannot reasonably give the employee advance notice, in which case no remuneration will be made. If other work is available, the employee shall perform that work. For the purpose of this clause, notification given the employee at the end of the preceding shift will be deemed sufficient notice save and except for circumstances beyond the Company's control where no notice is required. It is understood that flat rate technicians are not entitled to the reporting pay.

16.14 **Call-Back**

An employee who has left the premises and is called back to work after the completion of their regular shift shall receive a minimum of four (4) hours' pay based on their regular hourly rate or the applicable rate for the hours worked whichever is the greater.

- 16.15 The Company may revise work schedules outside those set forth in this Agreement depending on business conditions after consultation and agreement with the Union.

## **ARTICLE 17: OVERTIME**

- 17.01(a) Any non-flat rated employee time scheduled by the Company and who is required by the Company to work in excess of forty four (44) hours in a one (1) week period will be paid at the rate of time and one half the employee's regular straight time hourly rate for all hours worked in excess of forty four (44). For pay periods in



which a statutory holiday falls, the forty four (44) hours requirement for overtime will be reduced by the number of hours.

- (b) Hours worked in excess of forty-four (44) per week will be paid at one and one-half times the employee's regular straight time hourly rate or the time made whichever is the greater.
  - (c) Employees shall have the right to refuse to work in excess of ten (10) hours per day.
- 17.02 Opportunities for overtime and extra work will be divided, as equitably as possible, on a rotating seniority basis amongst employees normally performing the work, as is reasonably practicable. In the event that the Company is unable to meet its overtime requirements other than those set forth above on a voluntary basis, it will assign the work required utilizing reverse seniority amongst those capable of performing the work.
- 17.03 An employee who has work carrying over from the previous day may commence work any time after 7:30 a.m. but no later than the normal start of their shift.

#### **ARTICLE 18: TIME TICKETS**

- 18.01 Time tickets and pay slips will not be left on benches, they will be handed to each employee or put in their slot at the Control Tower the following working day except for flat rated technicians in Service whose daily time ticket will be available electronically on the system or which, upon request, will be printed out.
- 18.02 Debit notations will be attached to the work order within sixty (60) days in the case of customer pay and within ninety (90) days in the case of warranty of the close of the work order for accounting. At the time the debit is being deducted an explanation will be furnished by the Service Manager or a person of equal or higher authority. A technician will not be punched on or off a job without their knowledge.
- 18.03 All work assignments will normally be distributed through the Tower Operator or computer. Exceptions in unusual circumstances may be made for quick lubes or work assigned by the Service Manager or a person of equal or higher authority.
- 18.04 Employees generally assigned to specific jobs (e.g. tune-up, electrical, air conditioning, transmission, new car prep, parts counter men, front end, etc.) will, subject to the needs and efficiency of the operation, continue to be assigned to such work where feasible and provided it is as equal as possible taking into account the specific skills/certificates required. Where employees have the experience but have not completed their certificates, the Company will endeavour, where practical, to assist them in obtaining such certificate(s). Further, the Company agrees to keep

the technicians apprised of all professional upgrades required by or available from the Ford Motor Company of Canada.

#### **ARTICLE 19: TIME ALLOTMENTS**

- 19.01 The basis of time allotments for service will be:
- i. Current Ford Motor Company of Canada Ltd. Service Labour Time Guide (SLTG) for all warranty work and repairs and policy adjustments paid for by the Ford Motor Company of Canada Ltd., and
  - ii. The agreed upon accepted industry time guide (i.e. Reynolds & Reynolds Time Guide) for Customer pay in Service.  
  
All "off makes" Labour Times will be the Mitchell on Demand Guide.
  - iii. Ford Accessories labour times will be the Ford Accessories time guide with the exception of the agreed labour times in the Memorandum of Understanding #5.
- 19.02 It is understood and agreed that in circumstances where combinations and/or overlaps reduce the time allotment and are missed by the Tower Operator or the computer, adjustments may be made by the Service Manager or someone of equal or higher authority within a period of thirty (30) days in the case of customer pay and within sixty (60) days in the case of warranty of the completion of the close of the work order. An explanation will be furnished by the Service Manager or someone of equal or higher authority.
- 19.03 It is understood and agreed that from time to time the Company may invoke Special Menu Pricing after consultation with the technicians and, in such cases, technicians will be paid based on the special time allotments.
- 19.04 Warranty claim work, when recognized to be inadequate, will be reassessed by the Department Manager or Shop Foreman and adjusted, if warranted.

#### **ARTICLE 20: FAULTY WORKMANSHIP**

- 20.01 The applicable flat rate is intended to cover all required work of the repair, and is inclusive of any work that is required to be redone as a result of faulty workmanship. Accordingly, in situations of alleged faulty workmanship, the Department Manager will decide if the work has not been properly performed. If they decide that the work should be redone, the employee will be required to do

so. The employee shall utilize their accrued gain time *on the original repair line and associated repairs* in order to complete the work. If the employee has no gain time or has exhausted their gain time, then the employee will be paid straight time not to exceed the lower of punch time or flat rate time for the original repair, excluding consequential damage. It is understood that on mechanical items there shall be a ninety (90) day of 6,500 km (whichever comes first) warranty. In the event that there is a dispute between the employee and the Department Manager, it shall be referred to Article 11 (Grievance Procedure) of the Collective Agreement. It is agreed to that the employee will not be subject to a deduction of wages as a result of faulty workmanship, and that this article does not result in deduction from wages.

#### **ARTICLE 21: VACATIONS**

- 21.01 Vacation entitlement shall be based on length of continuous service with the Company as of their anniversary date in any given year.
- 21.02 An employee who, on the anniversary date of their date of hire each year, has:
- (a) Less than five (5) years of continuous service shall receive two (2) weeks' vacation per year with pay equal to four percent (4%) of the amount of the employee's total wages in the previous year.
  - (b) Five (5) years or more of continuous service but less than ten (10) years of continuous service shall receive three (3) weeks' vacation per year with pay equal to six percent (6%) of the amount of the employee's total wages in the previous year.
  - (c) Ten (10) years or more of continuous service but less than twenty-three (23) years of continuous service shall receive four (4) weeks' vacation with pay per year with pay equal to eight percent (8%) of the amount of the employees total wages in the previous year.
  - (d) Employees with more than twenty-three (23) years continuous service shall receive five (5) weeks' vacation with pay equal to ten percent (10%) of the amount of the employee's total wages in the previous year.
- 21.03(a) Employees must provide a minimum of thirty (30) days' notice of their desired vacation dates. Exceptions to this rule may be made if mutually agreeable.
- (b) The Company shall have the right to schedule and assign vacations by classification and skill, and to determine the number of employees to be on vacation at any one time. The choice of vacation time off and taking on vacations in consecutive weeks shall be granted by the Company based on the requirements of the business and the skills required. It is understood that employees will not normally be granted

more than two (2) consecutive weeks off at any one time. Where 2 or more employees request the same time period, Seniority will be the guiding factor provided the Company can accommodate it and so long as the operations of the Company are in no way adversely affected.

- (c) Vacations must be taken in blocks of five (5) working days or, with Management's prior approval, may be taken as individual days.
- (d) Employees shall receive their applicable vacation pay (i.e. the vacation pay applicable to the period of time being taken) on the pay-day prior to the commencement of their vacation or on the pay period following their return for scheduled vacations, as the employee wishes, provided at least two (2) weeks clear notice is provided to the Company. The vacation pay will be calculated separately from the regular pay but will be paid with the regular pay.

Once per year employees may request a payout of any accumulated vacation pay over and above their applicable vacation allotment. Any vacation pay amount being withheld should not exceed the amount of time earned at the date of request. Exceptions to the rule shall be mutually agreed upon between the employer and the Union.

- (e) Employees wishing to change their vacation schedule may do so provided their new schedule does not conflict with other employees' previously approved vacation and provided the employee provides the Company with thirty (30) days prior notice, except in the case of emergencies.

21.04 The term total wages does not include the previous year's vacation pay.

## **ARTICLE 22: STATUTORY HOLIDAYS**

22.01(a) The following shall be recognized as holidays to be paid for on the basis of eight hours (8) at the employee's regular rate of pay.

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

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions.

- (b) Employees will receive one (1) additional float holiday after ten (10) years of service. Employees must use the floater within the following twelve (12) months. There shall be no carryover of a floater.
- 22.02 In the event that any of these statutory holidays falls on a Saturday or Sunday, the day off in lieu thereof shall be either the day before or the day after the actual holiday, which shall be determined solely by the Company. The Company reserves the right to determine which employees will receive which day off in the event the Company decides to remain in operation with split shifts. However, the employees will be given a reasonable opportunity to decide which employees will work which day if the Company decides to remain in operation with split shifts. Advance notice of a minimum of two (2) months will be given as to the day(s) to be observed for a statutory holiday.
- 22.03 If a holiday occurs during the vacation period of an employee, the employee will receive an additional day of vacation immediately following their vacation or bank it to be taken at a later time as mutually agreed upon by the Company and the employee.
- 22.04 An employee required to work on any of the days listed in Article 22.01 above shall be paid at overtime rates, exclusive of premiums, for all hours so worked and in addition shall receive the holiday pay provided for herein.
- 22.05 In order to qualify for pay on a statutory holiday, an employee must:
- (a) Have completed their probationary period and been placed on the seniority list.
  - (b) Work their full regular shift on the working day before and on the working day after the statutory holiday unless he is excused by the Company as a result of a verified illness.
  - (c) They are to be on the active payroll of the Company and not on leave of absence, sick leave, workmen's compensation or lay-off.
- 22.06 An employee required to work on any of the days listed in Article 22.01 above shall be paid at overtime rates, exclusive of premiums, for all hours so worked and in addition shall receive the holiday pay provided for herein.
- 22.07 In the event the Company decides to open on the Saturday(s) immediately preceding the Civic Holiday or Labour Day work on such days shall be on a voluntary basis provided the Company can get the required number of employees with the appropriate skills. In the event that it cannot it may assign work based on the skills and certificates required by reverse seniority. Work on these days will not affect the normal Saturday rotation.

### **ARTICLE 23: BARGAINING UNIT WORK**

23.01 Excepting for functions which are currently performed by non- bargaining unit persons, personnel outside the Bargaining Unit are not normally permitted to perform duties of the employees in the Union. 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 writers and assistant service writers from making adjustments or repairs of a minor nature for which there are no labour charges to a customer. It is understood that this clause does not apply to students, salesmen or to Department Managers in emergencies, experimenting, training or providing guidance and assistance to employees.

#### **23.02 Contracting Out**

The Company shall not contract out work performed by employees in the bargaining unit so as to cause their lay-off or continuation of their lay-off.

### **ARTICLE 24: JURY DUTY**

24.01 In the event an employee is called for jury duty, the employee shall immediately advise the Company. The Company shall pay the employee who has completed the probationary period and reports for jury duty, the difference between the amount received for jury duty and the employee's regular hourly rate for regular hours they otherwise would have worked for the Company upon receipt by the Company of a certificate of a Court official showing the amount of payment, the number of days and the dates so served as a juror up to a maximum of ten (10) working days in any calendar year.

### **ARTICLE 25: BEREAVEMENT LEAVE**

25.01 In the event of the death of an employee's spouse, child, father, mother, sister, or brother, an employee with seniority will be granted leave of five (5) working days with pay.

25.02 In the event of the death of a step-parent, legal guardian, mother-in-law or father-in-law, grandparent, son-in-law and daughter-in-law an employee with seniority will be granted bereavement leave of two (2) working days with pay for the purpose of making the funeral arrangements or attending the funeral or memorial service.

25.03 In the event of the death of an employee's aunt, uncle, niece or nephew, an employee with seniority will be granted leave of one (1) working day with pay to attend the funeral or the memorial service.

Pay to be at the employee's regular straight time hourly rate for their regularly scheduled hours to a maximum of eight (8) hours per day.

Upon request of the Company, the employee shall provide proof of death.

- 25.04 The employee shall not receive any additional pay because the death and or funeral occurred on a store holiday, during their vacation or during any leave of absence, or while receiving weekly indemnity or Workers' Compensation payments.
- 25.05 Employees requiring additional time off may be granted a further leave of absence without pay at the discretion of their supervisor. Such permission will not be unreasonably withheld.

#### **ARTICLE 26: MATERNITY AND PARENTAL LEAVE**

- 26.01 The Company will grant a maternity or parental leave of absence without pay in accordance with the provisions of *The Employment Standards Act*.

#### **ARTICLE 27: OTHER LEAVES OF ABSENCE**

- 27.01 Employees may apply for leaves of absence without pay for personal reasons. Applications shall be made in writing stating the reason for the leave and where circumstances permit, applications must be made four (4) weeks prior to the leave. Leaves of absence shall be granted at the discretion of the Company but shall not be unreasonably withheld nor shall they interfere with the efficient operation of the dealership. Employees will be advised in writing within (10) working days of the reasons for the Company not granting a leave of absence.
- 27.02 Leaves of absence shall be granted by the Company to attend Union conventions, conferences, training or meetings out of the dealership dealing with issues arising out of the Collective Agreement provided it does not interfere with the efficient operation of the dealership. Such leaves of absence will be limited to up to two (2) employees for a total aggregate of ten (10) days in any calendar year. This may be extended by Agreement of the Company which will not be unreasonably withheld. Further, it is understood and agreed that during the first year of the Agreement Committee members may need to attend training in excess of the 10 days and such which will not be unreasonably withheld.

Application for such leaves of absence shall be made at least four (4) weeks prior to the requested leave, if possible, and in any case, as much in advance as possible.

## ARTICLE 28: WORKPLACE HARASSMENT

- 28.01 The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy, respect and consideration and at no time engage in or encourage any form of harassment.
- 28.02 The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.
- 28.03 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:
- unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,
  - practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
  - posting or circulation of offensive photos or visual materials,
  - refusal to work or converse with an employee because of their racial background or gender,
  - unwanted physical conduct such as touching, patting, pinching, etc.,
  - unwelcome invitations or requests,
  - condescension or paternalism which undermines self-respect,
  - backlash or retaliation for the lodging of a complaint or participation in an investigation.

### **Harassment Is Not**

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

### **Filing a Complaint**

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating



against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor, Senior Management and/or Committeeperson.

### **Investigation**

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Dealer Principal and the Union Chairperson.

The Union Chairperson and the Dealer Principal or their designate will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

### **Resolution**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Dealer Principal and the Union Chairperson who will make a determination on an appropriate resolution. The Dealer Principal or their designate and the Union Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the 3rd step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint

procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

### **Right to Refuse**

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in the event of serious cases or when the safety of the employee is threatened, prior to leaving the job, the employee will meet with the Union Chairperson and the Dealer Principal, or their designated representative, to attempt to resolve the matter.

This procedure in no way precludes the complainant's right to seek action under the *Ontario Human Rights Code*. However, both the Union and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

## **ARTICLE 29: APPRENTICESHIP PROGRAM**

- 29.01 The Company may elect to employ an apprentice(s) as described in Article 34.05 (definitions).
- 29.02 The program commences with the apprentice's execution of a contract with the Ministry.
- 29.03 It is understood and agreed that during their first 4000 hours of work under the Apprenticeship program, an employee will not work under the flat rate system. However, it is agreed that by mutual agreement an apprentice may go on the flat rate system earlier.
- 29.04 The Apprentice will be paid 100% of the technician rate upon notification of passage of the final examination for their Class "S" or Class "B" license or such other designation as the Province of Ontario may from time to time recognize. The apprentice shall provide the Company with a copy of their license.
- 29.05 Apprentices in the service department will be paid a proportion of the licensed technician's rate depending on where they are in the program as set forth below:

<u>Hours in Program</u>	<u>% of Technician Base Rate</u>
0 to 2000 hours	55% straight time
2001 to 4000 hours	60% straight time
4001 to 6000 hours	70% flat rate
6001 hours to license	80% flat rate

### **ARTICLE 30: LOSS OF DRIVER'S LICENSE**

- 30.01 An employee who requires a driver's license to perform the duties of their job and who loses their license and is therefore unable to perform their duties, may be laid off until the license is reinstated provided such loss is not for a period in excess of one year.
- 30.02 An employee who loses their license as set forth above will be accommodated, wherever practical, with the full co-operation of the bargaining unit members to assist an individual to perform those portions of their job which require the driver's license. Management undertakes to co-operate in whatever way practical to make this accommodation process workable.
- 30.03 Prior to the above layoff, both parties agree to meet to discuss all possibilities at attempting to maintain the employee at work.
- 30.04 Both parties recognize that there may be difficulties in accommodating specific employees such as parts drivers, shuttle drivers and car washer/lot persons and the accommodation process may not be applicable.
- 30.05 In the event of a failure to agree on accommodation, Management's decision shall govern.
- 30.06 Employees who require a driver's license to perform the duties of their job and who lose their driver's license will immediately notify the Company of such loss. Failure to do so will result in discipline.

### **ARTICLE 31: GENERAL CLAUSES**

- 31.01 Each technician will be required to complete courses offered by the Ford Motor Company of Canada Ltd. in order to maintain and further their certificates in specialties, and to maintain their Senior Technician or Master Technician status. Technicians who fail to maintain their current status after having been given a

reasonable opportunity to avail themselves of the additional training and pass, will revert to the certificate pay level commensurate with the number of valid certificates held.

- 31.02 All provisions of the Ford Motor Company of Canada Ltd. policies and procedures manual must be adhered to at all times. The Company undertakes to make available to technicians such manuals upon request.
- 31.03 The Company agrees that training opportunities will be offered to qualified technicians as equitably as possible amongst technicians with the skill set, subject to course availability and openings available to the Dealership.
- 31.04 The Employer will pay the following expenses where an employee is sent to a Ford school or to a Ford Star Training or any other training where wages are being paid by the company.
- i. Travel time of actual time travelled.
  - ii. Full training day of eight (8) hours.
  - iii. Time paid on last day of training of actual travel and class time.
  - iv. A food allowance of fifty dollars (\$50.00) (tax included) per day with no receipts required.
  - v. Mid-sized vehicle rental will be provided with full coverage plus navigation. When an employee elects to use their own vehicle, the Company will reimburse fuel plus a thirty-five dollar (\$35.00) allowance.
- 31.05 Technicians are required to punch on and off individual repair operations on the computer on any given repair.
- 31.06 The Company will make available to the employees free parking space on the premises, as designated by the Company from time to time.
- 31.07 Shop supplies: Tool room equipment as presently in place (i.e. Ford special tools).
- 31.08 The Company will provide the Union on a one time only basis with a locking file cabinet to be situated in a mutually agreeable location.
- 31.09 Employees found negligent in the damaging of Company owned or customer's cars may be subject to discipline. All damage must be reported immediately to management on any Company or Customer vehicles and/or property.
- 31.10 Tool Insurance: The Company agrees to provide licensed technicians and apprentices with tool insurance up to a maximum in aggregate of \$200,000.00 for

the loss of the entire box as a result of damage due to fire, water damage as a result of fire, or theft, if stolen from the dealership, as a result of an obvious break-in. The employees so covered must provide the Company, not less than annually, with an up-to-date inventory of their tools including a valuation of tools owned by the employee. An inventory inspection may take place at any time conducted by the shop foreman or the Department Manager. The employee(s) shall be responsible for the deductible of \$2,500.00 per occurrence. In the event of a theft, such theft shall be reported immediately to the Department Manager and to the local police for investigation. The parties agree to establish a committee that will deal with and the issue of sufficient insurance coverage within ninety (90) days of date of ratification of the new collective agreement.

- 31.11 Safety Boot Allowance: The Company agrees to pay one hundred and thirty-five dollars in each year of the Collective Agreement to all employees, with seniority, who are required to wear safety boots, towards the cost of purchases during the year. It will be mandatory for such employees to wear safety boots at all times. Such payments shall be made with the first pay following submission of receipts.
- 31.12 Tool Allowance: The Company agrees to pay a tool allowance of seventy-five percent (75%) of tool purchases to a maximum three hundred and seventy five dollars (\$375.00) once in each year (i.e. January 1 to December 31) of the Agreement to all licensed service technicians and apprentices with seniority towards the cost of purchases during the year. Employees will be required to provide the Company with bona fide original receipts of purchases on a pre-tax basis. Such payments shall be made with the first pay following the submission of the receipts.
- 31.13 **Employee Discounts**
- (a) An employee with seniority may purchase one new vehicle per twelve month period to be registered in their or their spouse's name at the manufacturer's invoice amount plus \$100.00 plus normal fees associated with the purchase of any new vehicle, subject to model availability.
  - (b) The sale of Used Cars will be at the discretion of the General Manager. The pricing decision is subject to model availability and demand. It is recommended that employees purchase the extended warranty protection.
  - (c) Trade-ins will be purchased by the Used Vehicle Department at the wholesale value, subject to the prior approval of the General Manager.
  - (d) Parts and accessories are made available to employees for their own personal vehicles at cost plus 10% and are not for re-sale. All over the counter purchases (i.e. parts orders) must be paid for at the time of purchase. Parts and accessories that

are part and parcel of a repair order may be carried on account but if not paid for prior to the next pay the outstanding balance will be deducted from that pay.

- (e) Employees with one year's seniority or more will receive a special door rate of \$50.00 per hour for all labour related to mechanical service work performed on their personal vehicle or those of their spouse except for Lube-Oil-Filter, Fast Lane, menu priced items and exhaust. There is no discount on these latter items. All other immediate family members of the employee will receive a special door rate of sixty-five dollars (\$65.00) per hour.

### **ARTICLE 32: WAGE RATES AND CLASSIFICATIONS**

- 32.01 Wage rates and classifications are set out in Schedule "A" attached hereto which forms part of this Collective Agreement.

Effective August 31, 2020 a 1.75% wage increase for all employees, with the exception of Counterperson A, B, C and D, Lot Attendant, Senior Utility, Shuttle Driver and LOF Fastlane.

Effective August 31, 2021 a two percent (2%) wage increase for all employees.

Effective August 31, 2022 a two percent (2%) wage increase for all employees.

Additional specialty diesel paid if tech has other 8 specialties provided that the tech agreed to do diesel work.

The company agrees to pay Holiday bonus in the amount of \$100.00 on the 15<sup>th</sup> day of December, each year of this collective agreement.

### **ARTICLE 33: BENEFIT PACKAGE**

- 33.01 The Company agrees to maintain the group insurance benefits currently offered to employees following the successful completion of their probationary period as set forth in Schedule "B" attached.

### **ARTICLE 34: DEFINITIONS**

- 34.01 The words "employee" or "employees" wherever used in this Agreement, shall mean an employee or all employees of Sterling Ford Sales (2020) Inc.


- 34.02 Day(s): Unless otherwise stated, whenever the word “day(s)” is used it shall mean a work day and excludes Saturdays, Sundays and Statutory Holidays.
- 34.03 The term “licensed technician” where used in this Agreement shall refer to those technicians who possess a current valid Class “S” license for the Province of Ontario or such other designation as the Province of Ontario may from time to time recognize or a valid Class “S” Inter-provincial license.
- 34.04 The term “Apprentice” where used in this Agreement shall refer to a person who has contracted with the Ministry and who maintains his contract in good standing and who is working towards the attainment of a Class “S” or “B” license in the Province of Ontario through the successful completion of course work and the required level of work experience.
- 34.05 The term “Specialties” where used in this Agreement refers to those specialty certificates recognized by the Ford Motor Company of Canada Ltd. and for which designated training courses are available (e.g. electrical systems, gasoline engine performance, climate control, brakes, suspension & steering, automatic transmission, manual transmission and drive axle, engine repair, diesel engine performance and diesel engine repair.
- 34.06 The term “Part-time” where used in this Agreement means an employee who is regularly employed for twenty-four (24) hours per week or less.

#### **ARTICLE 35: DURATION AND EFFECTIVE DATES**

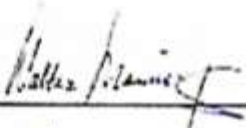


- 35.01 (a) This Agreement shall continue in effect from, August 31, 2020 for a period of three (3) years from that date unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect from year to year thereafter.
- (b) Notice that amendments are required or that either party intends terminating the Agreement must be given not sooner than ninety (90) days and not later than thirty (30) days prior to the termination of the Agreement.
- (c) The parties hereto agree to meet for the purpose of negotiations within twenty (20) days of receipt of the notice. This Agreement shall remain in full force and effect until a new Agreement is reached or the parties have complied with the conciliation procedure of *The Ontario Labour Relations Act*, whichever comes first.

Signed at Ottawa this 8 day of JULY, 2020.

FOR THE EMPLOYER

  
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**SCHEDULE "A": WAGES & CLASSIFICATIONS**

**Lead Hand Service Technician**

- Ford certified master technician
- Proven very good diagnostic skills
- Good interpersonal skills dealing with customers, fellow employees and supervisory staff
- Assist with identifying causes of repeat repairs in order to improve customer satisfaction
- Dispatch work in the absence of dispatching staff
- Assist customers, managers, technicians and all other employees as needed
- Provide training and guidance to service technicians, apprentices and LOF as needed
- Monitor and assist with problematic repairs and verify proper repair procedures and verify repairs as required
- Perform updates and repairs to shop tools and equipment when cost effective
- \$1.00 per hour wage premium on their Service Technician rate, at 100% flat rate guarantee
- Lead Hand will be selected internally

	<b>Expired Rates</b>	<b>August 31, 2020</b>	<b>August 31, 2021</b>	<b>August 31, 2022</b>
<b>PARTS</b>				
Counterperson A <ul style="list-style-type: none"> <li>▪ Ford certification plus government license plus ten (10) years' experience as retail automotive counterperson.</li> </ul>	\$29.15	\$27.00	\$27.54	\$28.09
Counterperson B <ul style="list-style-type: none"> <li>▪ Ford certification or licensed plus five (5) years' experience as retail automotive counterperson.</li> </ul>	\$23.86	\$25.00	\$25.50	\$26.01
<i>Counterperson A &amp; B to receive an additional bonus of 2% of gross income of parts sold.</i>				

<b>Counterperson C</b> <ul style="list-style-type: none"> <li>▪ Counterperson apprenticeship plus three (3) years' experience as retail automotive counterperson.</li> </ul>	\$18.02	\$19.00	\$19.38	\$19.77
<b>Counterperson D</b> <ul style="list-style-type: none"> <li>▪ Trainee, no experience</li> </ul>	\$15.20	\$16.50	\$16.83	\$17.17
<b>Inventory Clerk</b>		\$18.00	\$18.36	\$18.73
Parts Driver	\$14.56	\$17.50	\$17.85	\$18.21
<b>DETAILERS</b>				
<b>Detailer Level B</b> <ul style="list-style-type: none"> <li>▪ No previous experience</li> <li>▪ Lot Duties</li> </ul>		\$16.19	\$16.51	\$16.84
<b>Detailer Level A</b> <ul style="list-style-type: none"> <li>▪ Able to perform proper waxing, polishing &amp; minor scratch removal</li> <li>▪ Able to properly shampoo vehicle interiors</li> <li>▪ Basic mechanical knowledge of vehicle interior and how to properly clean the engine compartment</li> <li>▪ Knowledge of &amp; safe proper usage of cleaning</li> </ul>		\$17.25	\$17.60	\$17.95

agents and chemicals ▪ Lot Duties				
<b>Lead Hand Detailer</b>  ▪ Can perform all of the duties of Detailer Level A ▪ Organize & monitor workflow ▪ Assist Detailers as needed ▪ Train Detailers ▪ Quality Control ▪ Minor Mechanical Repairs ▪ Ensure delivery priorities are met ▪ Lot Duties		\$19.00	\$19.38	\$19.77
<b>GENERAL</b>				
Senior Utility	\$14.56	\$16.00	\$16.32	\$16.65
Utility and Janitorial	\$14.56	\$14.81	\$15.11	\$15.41
Shuttle Driver	\$14.81	\$16.00	\$16.32	\$16.65
Lot Attendant	\$14.56	\$16.00	\$16.32	\$16.65
Detailer/Cleanup	\$16.19	\$16.47	\$16.80	\$17.14
<b>PENSION</b>				
Company Contribution Cap to be increased by 2% in each year of the agreement	\$1144.44	\$1195.00	\$1225.00	\$1255.00

N.B. It is understood and agreed that notwithstanding the classifications in the Parts Department there is unlimited flexibility and interchangeability of staff and that all staff regularly perform shipping and receiving duties.

## Specialties

- Electrical Systems
- Gasoline Engine Performance
- Climate Control
- Brakes
- Suspension and Steering
- Automatic Transmission
- Manual Transmission
- Engine Repair
- Diesel Engine Performance
- Diesel Engine Repair
- And any other specialty certifications Ford creates.

### Diesel Premiums:

The Company agrees to pay an additional specialty premium diesel engine repair and diagnosis, at the rate of sixty-five cents (65¢) per hour in the first year, sixty-six cents (66¢) in the second year and sixty-seven cents (67¢) in the third year of the Collective Agreement to be paid to technicians with Ford Motor Company of Canada Diesel Engine Performance and Repair Certification, who agree to be designated by the Company to perform diesel engine repairs and diagnosis.

### Flat Rate Guarantee:

1. Flat rated mechanical employees and apprentices will be guaranteed a sum equal to 75% of their available hours to a maximum of eighty on a bi-weekly basis during the life of the Collective Agreement.

This guarantee shall be subject to the following conditions:

- (a) The employee must have served their probationary period.
  - (b) They must report for work for each working hour assigned by the Company.
  - (c) The terms of this section will not apply where the Company is prevented from providing work to any employee or group of employees because of fire, flood, explosion, strike, snow storm or other circumstances beyond the control of the Company.
2. Subject to the above, the parties agree to the following:
    - (a) If the work is not available to the individual and they do not make their guarantee in that pay period, the Company will make up the difference in pay between what they earned and their guarantee. For each hour lost or unavailable, one hour shall be deducted from the guarantee. The Reporting Allowance does not apply to this group.

- (b) Failure to punch in and out on any day will result in the employee being deemed unavailable for the entire day.
- (c) The Manager has the authority to grant permission for an employee to leave work when no work is available.

## **SCHEDULE "B": BENEFITS**

1. (a) The Company agrees to maintain, for the duration of this Agreement, for all regular full-time employees with seniority, the current benefits plan and to pay 60% of the monthly premiums save and except for Long Term Disability which is paid for 100% by the employee.
- (b) It is understood and agreed, however, that the master insurance contracts are the governing documents with respect to any claim.
- (c) The Company reserves the right to select insurance carriers. In the event the Company can arrange equivalent coverage for the same or better premium rates a new carrier will be appointed.

2. **Vision Care:**

In addition, the Company will provide a vision care plan which pays up to two hundred dollars (\$200.00) per person every two years.

3. **Sick Days:**

The Company will grant two (2) personal emergency days for each new employee one (1) personal emergency day for each year of service up to a maximum of six (6) personal emergency days per year. Employees will be able to accumulate personal emergency days up to a maximum of ten (10). Thereafter, employees will be paid out accumulated sick days in excess of ten on the first pay period in December of each year at 50% of the number of days accumulated in excess of ten. Personal emergency will be paid out at eight (8) hours the employee's regular straight time hourly rate.

Over and above the current personal emergency day policy, every employee who does not use any personal emergency days in a calendar year receives an additional vacation credit equal to twenty-five percent (25%) of personal emergency day entitlement for the year and a cash bonus equal to one (1) day's base pay.


**LETTER OF UNDERSTANDING 1: CO-OP STUDENTS**

It is understood and agreed that the Company may continue its present practice with respect to using students on a co-op work share program with an educational institution notwithstanding Article 2.01 and that they are not covered by the terms of this agreement.

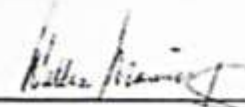
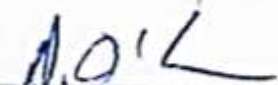
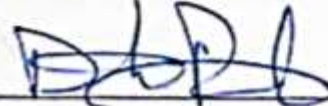
Further, it is recognized that the Shop Foreman in Service is considered as a manager and therefore outside the scope of this agreement.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 2: DRUG, ALCOHOL AND SUBSTANCE ABUSE**

Drug, alcohol and substance abuse are recognized as serious medical and social problems that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The parties agree to discuss issues on an individual basis and attempt referral of employees to appropriate counselling services or treatment or rehabilitation facilities when a problem comes to the attention of the Company or the Union prior to any termination action being taken.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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## LETTER OF UNDERSTANDING 3: INCENTIVE PROGRAM FOR SATURDAY WORK

### 1. **Flat Rated Technicians:**

Notwithstanding the language contained in the Collective Agreement with respect to Saturday work and notwithstanding paragraph 16(1)(d) of the Collective Agreement, Flat Rated Technicians who volunteer to work or assigned to work on a Saturday will be remunerated at one and one half (1½) times their normal rate for each of the hours worked on that Saturday.

The above-mentioned employees will be entitled to, at their request, to accumulate the time paid for Saturday work. The accumulated time can be taken as time off, one day at a time, up to a maximum of three (3) days over a one (1) year period, to be calculated from the first Saturday worked by the employee after the signature of the 2005-2006 Collective Agreement.

The accumulated time can be taken as time off by requesting the time off from the Company at least two (2) weeks prior to the proposed date of the time off. The Company's consent allowing the time off shall not be unreasonably withheld. However, when a Flat Rated Technician assigned to work on a Saturday receives less than a week's notice of their assignment to Saturday work, the Flat Rated Technician will give the Company the same notice period to take time off as accumulated time as the Company provided to the employee for the Saturday work assignment.

### 2. **Hourly Rated Technicians:**

Notwithstanding the language contained in the Collective Agreement with respect to Saturday work and notwithstanding paragraph 16 (1)(d) of the Collective Agreement, Hourly Rated Technicians who volunteer or assigned to work on a Saturday will be remunerated at one and one half (1½) times their normal rate for each of the hours worked on that Saturday.

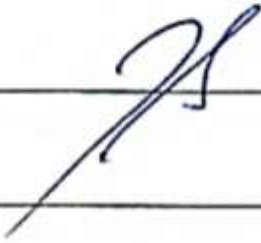
The above-mentioned employees will be entitled, at their request, to accumulate the time worked on a Saturday. The accumulated time can be taken as time off, one day at a time, to be calculated from the first Saturday worked by the employee after the signature of the 2005-2006 Collective Agreement. The time allowed to be accumulated shall be the hours worked as straight time.

The accumulated time can be taken as time off by requesting the time off from the Company at least two (2) weeks prior to the proposed date of the time off. The Company's consent allowing the time off shall not unreasonably be withheld. However, when an Hourly Rated Technician assigned to work on a Saturday receives less than a week's notice of their assignment to Saturday work, the Hourly Rated


Technician will give the Company the same notice period to take time off as accumulated time as the Company provided to the employee for the Saturday work assignment.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

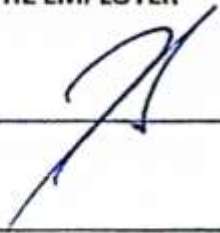
  
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**LETTER OF UNDERSTANDING 4: MAINTENANCE PROGRAM**

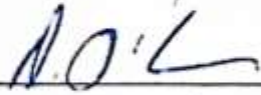

The Company agrees to provide a maintenance program for shop tools and equipment.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 5: UNIFORMS**

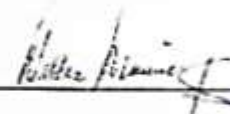

The Company agrees to continue with its current practice in relation to the uniform allowance and further agrees to monitor suppliers in relation to the quality of service.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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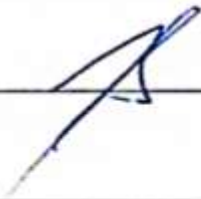
  
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**LETTER OF UNDERSTANDING 6: PENSION**

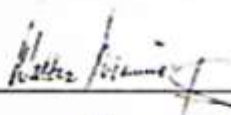
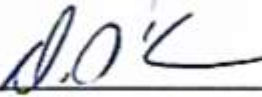

The Company agrees to a pension contribution of two percent (2%) with a maximum of eleven hundred and ninety-five dollars (\$1,195.00) in year one of the agreement, twelve hundred and twenty-five dollars (\$1,225.00) in year two of the agreement and twelve hundred and fifty-five dollars (\$1,255.00) in year three of the agreement.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 7: OTHER**


- Company to transfer funds tool insurance deductible fund to the Union Local.
- Distribution of work, that is technician skill codes in the Reynolds and Reynolds system to be monitored by Labour-Management committee.
- Parts certification bonus of \$100.00 per certification required and completed to a maximum of \$300.00 per year.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 8: LABOUR-MANAGEMENT COMMITTEE**

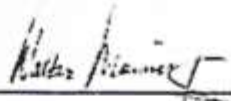
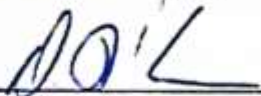

The parties agree to create a Labour-Management Committee consisting of two (2) members from the Union and two (2) management personnel to meet quarterly or as needed, for the purpose of promoting increased productivity and provide better communication and labour relations.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 9: PAID EDUCATION LEAVE**


The Company agrees to pay into a special fund three hundred dollars (\$300.00) per contract year for the purpose of providing paid education leave. Such 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 in June of each contract year into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor Canada, 205 Placer Court, Toronto, ON M2H 3H9.

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 class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

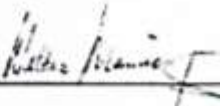


The Company finally agrees to provide documentation to the PEL Program regarding the number of workers and total hours worked with each payment. This information will also be forwarded to the Chairperson of the Unifor bargaining unit.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**LETTER OF UNDERSTANDING 10: HEALTH AND SAFETY FUND**

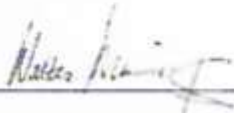

The Company agrees to contribute to the Union three hundred dollars (\$300.00) per contract year for the Health and Safety Fund. Such payments will be made in June of each contract year. Such monies will be paid to Unifor, 205 Placer Court, Toronto, Ontario, M2H 3H9.

Signed at Ottawa this 8 day of JULY, 2020.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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**LETTER OF UNDERSTANDING 11: OCCUPATIONAL HEALTH AND SAFETY ACT**

The Union agrees as outlined in article 9.01 of the collective agreement that the Company must comply with the OSHA as amended from time to time.

It is understood that the collective agreement may not cover every possible conflict which may occur in the work place; for this reason the parties shall rely on the *Occupational Health and Safety Act* as a minimum standard.

Signed at Ottawa this 8 day of JULY, 2020.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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