

COLLECTIVE AGREEMENT

between

WAYNE PITMAN FORD LINCOLN INC.

(hereinafter called the "Employer")

and

UNIFOR AND ITS LOCAL 1917

(hereinafter called the "Union")

Ratified: November 14, 2022

Effective: December 1, 2022

Expires: November 30, 2025

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to those matters encompassed by this Agreement, and subject to the provisions therein, for its employees at Guelph employed in any of the job classifications set forth in this Agreement, save and except foremen, persons above the rank of foreman, office staff, sales **staff** and service **advisors**, and those persons regularly employed twenty-seven (27) hours per week or less (as per Letter of Intent). It is not the intent of the Company to displace full-time employees with part-time personnel.
- 2.02 The classifications and rates of pay for additional positions established on payrolls of the Employer shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement. In the event there is required the establishment of new classifications as a result of technological changes and/or the use of any new type of equipment, the Employer undertakes to give to the Union fourteen (14) days prior notice of any requirement to establish such new classifications. In the event the Union considers that a new classification rate is not appropriate, it may bring the matter to the attention of the Employer and discuss such changes as it deems appropriate.
- 2.03 The Employer agrees that, for the purpose of carrying on administration of this Agreement, an accredited representative of the Union shall have the right to visit the property of the Employer, provided that these visits shall not interfere with the conduct of business of the Employer and provided further that the representative shall obtain the consent of the General Manager, or, in **their** absence, the Department Head concerned, before visiting any property of the Employer, which consent shall not be unreasonably withheld.

ARTICLE 3 - MANAGEMENT RIGHTS

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

3.05 Discipline Procedure

1. **First offence- Verbal warning and coaching by a supervisor to outline proper conduct.**
2. **Second offence- a written notice including expected future conduct, next disciplinary action and follow up.**
3. **Third offence- a second written notice, a suspension of three (3) days (with no pay).**
4. **Final warning- Dismissal**

Any discipline/reprimand to take place within three (3) working days of the occurrence.

When an employee is to be disciplined or reprimanded, the Union Chair shall be present.

Following any such meeting, the employee will have time after to discuss with their chair.

All discipline/reprimand to remain on file for 1 year, with no change in level of offence of last discipline.

ARTICLE 4 - CHECK-OFF

- 4.01 It is agreed that the Employer shall deduct from the second (2nd) full pay period each month from every employee covered by this Agreement and drawing pay for that period, a sum in accordance with the union constitution per month and remitted during the current month to the Financial Secretary of the Local Union. Unifor shall keep the Employer advised of any change or changes in the amount of the regular monthly Unifor dues.

ARTICLE 5 - UNION COMMITTEES

- 5.01 The Employer recognizes the right of the Union to elect or otherwise appoint a Union committee and the Employer undertakes to recognize and deal with this committee.
- 5.02 The Union committee shall consist of not more than four (4) Employees with seniority, plus not more than two (2) National Representatives of the Union, and shall act in the preparation and negotiation of a new collective agreement.
- 5.03 One (1) of the Union committee members shall be designated as Local Chairperson. The Union committee shall act on all matters pertaining to the administration of this Agreement, including the handling of all grievances.
- 5.04 No employee shall serve as a Committeeperson while on leave of absence.
- 5.05 No person shall act as a Committeeperson until notice of their appointment has been given to the Employer in writing by the Union. Any changes made shall be reported by the Union to the Employer in writing.
- 5.06 It is understood and agreed that committeeperson as well as other employees have regular duties to perform in connection with their employment. A Committeeperson, with the approval of the foreman or immediate supervisor (which approval will not be unreasonably withheld) of the department in which they are employed shall be permitted during regular working hours, without loss of their regular hourly or pro rata rate of pay, to leave their regular duties for a reasonable period of time to handle grievances as provided herein provided that the matter is of such nature that it requires action at that time. The right of committeeperson to leave their work during working hours without loss of pay is extended upon the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the Committeeperson will punch in and punch out on their time card when on business, and the time taken will be approved by the Service Manager for payment. Whenever, in the opinion of the Service Manager, more than a reasonable period of time is taken by a Committeeperson to handle grievances, the Service Manager may decline to approve payment for such periods as **they** consider to be excessive.

- 5.07 On entering a department, other than the one in which they work, the Committeeperson servicing the grievance shall first report to the foreman or immediate supervisor of the department entered.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

The employee must discuss the issue/situation with their immediate supervisor. If the Employee wishes, he/she may be assisted by their committee person. In the event the matter is not resolved in a satisfactory manner, the employee may file a grievance. It is expressly understood that this does not preclude an employee from first discussing the issue/situation with their committee person or any other union official before raising the matter with their supervisor, nor does it preclude the union from raising the matter directly with the dealership on an employee's behalf.

- (1) They shall discuss the matter with their Committeeperson.
 - (2) The grievance shall be reduced to writing, giving all available particulars of the event or events out of which the grievance arose, including the time and date of the happening.
 - (3) The grievance shall be signed by the grievor and their committeeperson.
 - (4) The Committeeperson shall present the written grievance to the Service Manager and, during any discussion of the grievance between the Service Manager and the Committeeperson; the grievor shall be entitled to be in attendance.
- 6.02 It is understood that grievances must be presented to the Service Manager within five (5) working days of the occurrence of the event which gave rise to the grievance except in the case of a grievance regarding wages or seniority which shall have a time limit of thirty (30) days from receipt of pay or the posting of a seniority list.
- 6.03 The Service Manager shall give their decision in writing within five (5) working days after receiving the written grievance. If the decision of the Service Manager is not satisfactory to the Union, the Local Chairperson shall within five (5) working days refer the matter in writing to the General Manager, or their nominee, who shall render a decision, in writing, within five (5) working days.

- 6.04 Should a meeting be held with the General Manager, a National Representative of the Union may be present upon the request of either party. The time of such a meeting shall be determined by mutual agreement.
- 6.05 If the decision of the General Manager, or their nominee, is not satisfactory to the Union, the matter may be referred to arbitration as provided in Article 7.
- 6.06 The time limits as provided for in this article may be extended by mutual agreement.
- 6.07 Any complaint or grievance, including policy, arising directly between the Employer and the Union shall be originated by written notice within five (5) working days of the subject occurrence if it is a single occurrence. If the reply, to be in writing within five (5) days, is not satisfactory, a meeting at a time and place to be mutually satisfactory, the time not to exceed five (5) days, may be requested by the party grieving and the other party shall co-operate in arranging such a meeting between the Union and the General Manager. Failing agreement at such a meeting, either party may cause the matter to be referred to arbitration as set out in Article 7. However, it is expressly understood and agreed that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thus be bypassed.

NOTE: It is understood that the Employer may request that the title "Service Manager", be replaced with the title "Department Head" in all appropriate places in the above article and agreed that this request shall be granted by the Union if the request is submitted in writing.

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

ARTICLE 7 - ARBITRATION

- 7.01 Where a difference arises between the parties relating to the integration, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, refer the matter to arbitration as hereinafter provided.
- 7.02 Within ten (10) working days of the receipt of the decision of the General Manager or **their** nominee, or after exhausting the provisions of Article 6.07, the party requesting arbitration shall notify the other party of its intention to submit the difference or allegation to arbitration.
- 7.03 The arbitration shall be by a single arbitrator who shall be chosen by the parties by agreement within ten (10) working days after such written request. If the parties cannot agree upon the arbitrator within the said period, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator, and any arbitrator so appointed shall be accepted by the parties and have jurisdiction herein.
- 7.04 Any time limits fixed by the grievance and/or arbitration procedure may be extended by written agreement between the General Manager and the chairperson of the Union committee.
- 7.05 The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees concerned.
- 7.06 Each of the parties shall share equally the fees and expenses of the single arbitrator.
- 7.07 No person shall be selected as an arbitrator who has been directly involved in attempts to settle the grievance.
- 7.08 No grievance shall be considered that has not been carried through all the required steps of the grievance procedure.
- 7.09 The arbitrator shall not have jurisdiction to alter, change, or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- 7.10 All reasonable arrangements shall be made to permit the conferring parties to have access to the premises to view the disputed operation and to confer with the necessary witnesses.
- 7.11 In any arbitration, the grievance as first presented in writing to the Employer and the written decision at each stage of the grievance procedure in respect thereof shall be

presented to arbitrator and their decision shall be confined to deciding the issue therein set out.

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

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall be by occupational classification by department as follows:

(1) Tech A	(4) QL Apprentice
(2) Parts Shipper/ Receiver	(5) Installer
(3) Parts Counter	(6) Detailer

- 8.02 A new employee shall be considered as a probationary employee until they have acquired seniority status. The retention of probationary employees shall be solely at the discretion of the Company, and there shall be no responsibility for the re-employment of a probationary employee who is laid off or discharged. A probationary employee who is discharged may discuss the matter with the Service Manager.
- 8.03 A new employee shall acquire seniority status when they have been employed for ninety (90) calendar days. Their name shall then be placed on the appropriate seniority list as of date of last hire.
- 8.04 The names and seniority dates of regular, full-time employees will be listed under their respective job classifications in order of seniority, and be brought up-to-date in January and July of each year -- a copy to be forwarded to the Local Chairperson. Copies of the seniority list will be posted on the Union bulletin boards. (See also Article 6.02 relating to Grievances on Seniority.)
- 8.05 In cases of layoff and recall, preference shall be given according to seniority always provided that such preference shall be contingent on an employee's ability to perform the work to be done according to normal standards and reasonable time allowance.
- 8.06 In the event of call-back, if the next person eligible is not available, temporary or junior employees may be used to fill the vacancy pending the availability of the senior, qualified employee.
- 8.07 It is understood and agreed that temporary and part-time employees will not be engaged if there is a laid-off **full-time** employee available for duty, willing to accept the work, and able to perform the work according to normal standards and reasonable time allowance.

ARTICLE 9 - LOSS OF SENIORITY

9.01 Seniority status shall be broken, employment deemed to be terminated and the employee's name removed from the seniority list for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c) if the employee is absent from work without leave for three (3) consecutive days without notifying the Company, unless reasons satisfactory to the Employer for such absence are given to the Employer on **their** return to work;
- (d) if the employee fails to answer a recall to work within seven (7) days of the receipt of a registered letter to their last known address on record with the Company;

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

- (e) if the employee is not recalled to work within one (1) year from the date of their last day of work before layoff;
- (f) if the employee accepts other employment while on leave of absence except for medical reasons approved by the Company;
- (g) if the employee fails to return to work upon the termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - TRANSFERS OUTSIDE THE BARGAINING UNIT

11.01 If an employee who has acquired seniority status is or has been transferred to an occupation not covered by this Agreement, or to a supervisory position, they shall continue to accrue seniority for a period of one (1) year. If an employee is subsequently transferred back to an occupation covered by this Agreement, they shall retain their prior

seniority, plus the time (up to one (1) year) spent outside the bargaining unit, and continue to accrue seniority thereafter.

ARTICLE 12 - PROMOTIONS

- 12.01 In the event new jobs (**full-time, part-time, or temporary**) are created or permanent vacancies occur, the following procedure will apply:
- 12.02 The job will be posted for three (3) working days so as to give employees with seniority in the department concerned an opportunity to apply.
- 12.03 If no applications are received from the department concerned, employees from other departments shall be considered for the position.
- 12.04 If two or more applications are received, the Company shall consider the skill **and** ability of the applicants. As between two of relatively equal standing, seniority shall govern.
- 12.05 If in the opinion of the Company none of the applicants is qualified, then the job may be filled by appointing some present employee to the job or from outside labour sources. If in the opinion of the Union all of the relevant facts have not been considered, then the matter may be subject to the grievance procedure.
- 12.06 An employee transferred in accordance with the above procedure shall commence working in the seniority group to which they have been transferred as a junior man and shall remain as such for a period of one (1) year only insofar as preference for appointment to positions carrying a higher rate of pay, but not for lay-offs or vacation purposes.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Company may grant written leave of absence without pay and all Group Benefits to any employee for a legitimate purpose or reason.
- 13.02 Any person who is absent with such written permission shall not be considered to be laid off and **their** seniority shall continue to accumulate during **their** absence.
- 13.03 Employees who are absent due to illness or accident will be granted sick leave upon proof of continued inability to work. Seniority will only accrue for one (1) year, except where such absence is the result of an injury suffered in the service of the Company, in which case seniority shall continue to accrue throughout the leave. The Company reserves the right to request a medical examination of the employee by the Company doctor. Such leave of absence is to be reviewed each year.

- 13.04 The Company shall grant leave of absence for Union business without pay to not more than two (2) employees for periods of time not in excess of three (3) weeks in each calendar year, provided the granting of such leave does not interfere with the workload as it may from time to time exist.
- 13.05 "The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by Unifor and sent by the Company to the following address:

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

The Company further agrees to grant leave of absence for union business and courses without pay to not more than two employees for periods of time not in excess of three (3) weeks in each calendar year. Employees selected for courses shall provided six (6) weeks advance notice to the Employer.

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

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 The Employer and the employees agree to co-operate in maintaining adequate standards of safety, health, sanitation and working conditions in the shop. Such standards will be in conformity with those laid down by the relevant legislation.
- 14.02 The Employer undertakes to provide adequate and necessary equipment to maintain these standards.

The Company commits to keeping a stock of safety glasses, ear plugs and dust masks. Furthermore, the Company will discuss with the employees and purchase "back belts" for lifting.

- 14.03 The Employer and Union agree to a joint Health and Safety committee as follows:
- a) The Committee will be comprised of three (3) union employees and not more than three (3) for the Employer.

- b) The Committee will meet at least once every three (3) months or more frequently as mutually agreed, to review and resolve health and safety issues.
- c) A health and safety inspection tour of the work areas will be conducted at least once every three (3) months. Such tour will be conducted jointly by one (1) representative of the employer and one (1) representative for the union from (a) above.

ARTICLE 15 - BULLETIN BOARDS

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

ARTICLE 16 - BEREAVEMENT ALLOWANCE

- 16.01 The Employer agrees to allow employees leave of absence, without loss of pay, up to five (5) consecutive regular working days in the event of a death in the immediate family (parent, spouse or child).
- 16.02 The Employer agrees to allow employees leave of absence, without loss of pay, up to three (3) consecutive regular working days in the event of a death in the immediate family (father-in-law, mother-in-law, sister, brother, **grandparents**).
- 16.03 The Employer agrees to allow employees leave of absence without loss of pay, for two (2) working days in the event of the death of an employee's sister-in-law, brother-in-law.
- 16.04 It is understood such allowance with pay will apply only to days on which the employee would normally be required to work. Payment will be made at the employee's basic rate of pay provided the employee attends the funeral.
- 16.05 The Employee has the option to carry forward one day of the Bereavement Allowance if Funeral or Celebration of life does not fall in the consecutive working days following the event of a death.**

ARTICLE 17 - JURY DUTY PAY

- 17.01 Employees summoned for jury duty will be paid the difference between payment for such services received from the court and the sum which would have been earned had a

normal shift been worked on the following basis: flat rate workers - their flat basic rate; straight-time workers - their regular hourly rate.

17.02 Such payment will only be made if:

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

ARTICLE 18 - HEALTH AND WELFARE

18.01 The Employer agrees to pay fifty percent (50%) of the total cost of an agreed to group insurance plan, provided that the balance of such cost, i.e., fifty percent (50%) is paid by the employees through authorized payroll deductions. The standard of coverage shall not be changed, except by mutual agreement, unless such change is the result of action by the insurance company. The parties agreed to sign on with the new CADA Plan effective March 1, 2014.

Vision Care - Provide a family vision care plan in the amount of two hundred and **seventy-five** dollars (**\$275.00**) per family member every two (2) years. Effective January 11, 2011, plan to pay for one (1) eye examination every two (2) years per family member to a maximum of one hundred dollars (\$100.00).

Dental - **Maintain Current year ODA fee Schedule and increase maximum from \$1000 to \$1500.**

Chiropractic Coverage – Deductible to be reduced to one hundred dollars (\$100.00).

18.02 A copy of this plan shall be made available to each employee. Mutual agreement is required between the Dealership and Union to change Insurance Carriers.

ARTICLE 19 - SCHEDULES

19.01 Attached hereto and forming part of the Agreement are the following schedules:

- Schedule "A" - Hours of Work, Overtime & Working Conditions
- Schedule "B" - Paid Holidays and Vacations

Schedule "C" - Job Classifications and Wages
Schedule "D" - Quick Lane

ARTICLE 20 - TERMS OF AGREEMENT

TERMINATION

20.01 This Agreement shall continue in effect from December 1, 2022 until November 30, 2025, and, unless either party gives notice in writing to the other party that amendments are required or that the party intends terminating the Agreement, it shall continue in effect from year to year thereafter.

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

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

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

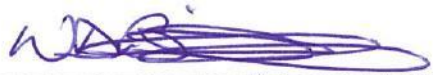
20.04 It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

DATED AT GUELPH, Ontario this 21st day of December, 2022 .

SIGNED ON BEHALF OF:

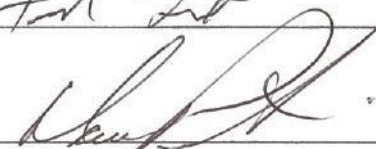
WAYNE PITMAN FORD LINCOLN INC.


UNIFOR AND ITS LOCAL 1917

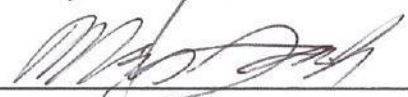


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SCHEDULE "A"

ARTICLE 21 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

HOURS OF WORK

21.01 The regular weekly schedule of working hours shall consist of forty-two (42) hours each week as follows:

8 1/2 hours per day, between the hours of 8:00 a.m. and 5:30 p.m., Monday to Thursday, inclusive

Friday – 8:00 a.m. to 5:00 p.m.

Dealership to be closed Saturday of Victoria Day, Civic Holiday and Labour Day long weekends.

21.02 Any exception to the above schedule of hours on a regular basis shall be by mutual agreement between the Employer and the Union.

21.03 The starting time of an employee shall be the same on all days of the week unless agreed upon between the Employer and the Union.

21.04 The lunch period shall be of one hour's duration.

21.05 The above hours are stated solely for the purpose of calculating overtime and are not be construed as a guarantee of or as a restriction on the number of hours to be worked.

ARTICLE 22 - OVERTIME

22.01 All time worked in excess of an employee's regularly-assigned working hours shall be considered as overtime and paid for at the rate of time and one-half (1 1/2) times the hourly rate for hourly-rated employees and time and one-half (1 1/2) times the pro rata rate for salaried employees.

22.02 Except as hereinafter provided, employees required to work on Sundays shall be paid at the rate of double (2x) time (twice the hourly or pro rata rate) for all work so performed.

22.03 Exceptions to the above rule are those employees whose regularly-assigned work week includes service on Sundays and other exceptions as may be mutually agreed to between the Employer and the Union.

- 22.04 It is understood that in allotting overtime, such overtime will be distributed on a rotating basis, as is practicable, amongst regular, full-time employees who normally perform the work.
- 22.05 To be paid for overtime, it must first be authorized by the employee's immediate supervisor and initialed by them/her after it is worked.
- 22.06 All employees may be required to complete jobs under progress at straight time rates when the job will take one-half hour or less to complete after regular hours, or if the job could have been completed, by reasonable standards, during normal working hours.

ARTICLE 23 - REST PERIODS

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

ARTICLE 24 - REPORTING ALLOWANCE

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

ARTICLE 25 - EMERGENCY RECALL

- 25.01 An employee who has punched out and left the shop and is recalled to do emergency work shall be paid a minimum of two (2) hours' pay at time and one-half (1 1/2) or, if worked for a longer period, time and one-half (1 1/2) for all time worked.

ARTICLE 26 - WORKING CONDITIONS

- 26.01 The Foreman/woman or the Service Manager will be the judge of work not properly performed. If negligence or faulty workmanship is proven and it is necessary to redo the work and/or do additional related work, the employee who performed the original work will be required to do the necessary corrective work without further compensation except for pro rata payment based on any recovery made by the Employer. If the employee who performed the original work is unavailable to do this comeback work, it will be assigned to another employee in the same classification who will be paid for the work at normal rates and these costs will be charged back to the original employee and deducted from

their pay. Notwithstanding the above, there shall be no charge against the employee for parts.

- 26.02 Employees shall receive payment at the hourly rate for consultation with the customer when such consultation is requested by the Service Manager. Payment shall be made on the same basis for diagnostic labour which is not part of a flat rate pay job.
- 26.03 The distribution of preferred flat rate jobs shall be as equal as possible between employees to whom such work is normally assigned, or in the case of warranty, persons qualified to do that job (as dictated by Ford Motor Company).
- 26.04 The weekly guarantee for employees working on the flat rate system shall be one hundred percent (100%) of forty-two (42) hours times the hourly rate.

Employees must report for work after lunch period to be eligible for weekly guarantee unless sent home prior to lunch period by Foreman or **their** Designate. Any disputes shall be subject to punch or time cards.

- 26.05 Notwithstanding any of the above, no change in the method of payment (from hourly rate to flat rate) shall be made during the life of this Agreement until after discussions have been held between the Employer and the Union.
- 26.06 In the interests of customer relations, each employee will have his/her bench and surrounding floor space clean and free of all tools and equipment (except equipment in use or parts removed from a vehicle) at the end of each shift. His/her air line and drop light must be stored in a clean condition.
- 26.07 The cost of coveralls and shop coats, where such are required, and the cost of cleaning shall be borne by the Employer. Where uniforms are required as a condition of employment, the original cost and cleaning shall be borne equally by the Employer and the employee. Any alternate apparel to the above shall be worn only with the approval of the Employer and the cost thereof shall be borne entirely by the employees.
- 26.08 (a) The Employer will provide, at no cost to the employee, fire and theft insurance, effective March 1989, to a maximum up to twenty thousand dollars (\$20,000), with a two thousand and five hundred dollars (\$2,500) employee deductible, on the employee's tools while such tools are left on the Employer's premises and subject to the terms of the policy and subject to the insurability of the employee, with a proper evaluation inventory of their tools. WPFL to pay one hundred percent (100%) of deductible for loss due to fire. Deductible for theft to be split 50/50 between dealership and employees. In the event of theft the deductible is ~~per occurrence~~ not per tool chest. Therefore, the employee's half of the deductible would be divided evenly by the number of chests stolen.

- (b) The Employer will provide tool allowance to Technicians up to **four** hundred and **seventy-five** dollars (\$**475.00**), with receipts, to purchase tools.

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

Each employee of Quick Lane will receive one hundred dollars (\$100.00) per year as a Tool Allowance. Commencing with one (1) years seniority the Tool Allowance will increase to four hundred **and twenty-five** dollars (\$**425.00**) per year.

- (c) Employees will be required to wear C.S.A.-approved safety footwear. The Company agrees to compensate, with receipts, two hundred and **fifty** dollars (\$**250.00**) per contract year. Appearance Plus department can be advanced their payment should their footwear breakdown or become unsafe, due to the wet environment which they work.
- d) Effective January 11, 2011 dealership agrees to pay one hundred percent (100%) of cost for renewal of current (no Arrears) A/C licenses. A/C licenses are mandatory for Tech A and Fast Lane Lead Hand.
- e) **Technician License Renewal is to be paid by the company.**

26.09 Employees covered by this Agreement shall be paid bi-weekly.

26.10 Employees on flat rate shall be paid on the flat rate hour system according to customer pay rate as per Chiltons or Motors Manual and the manufacturer's manual, or on the basis of the number of hours charged to the customer, whichever is the greater. Flat rate time shall be considered to include those provisions described in the flat rate manuals issued by Chiltons or Motors except warranty work and certain other work as mutually agreed. Where there is no basis for establishing flat rate time, the employee shall be paid at the hourly rate. Additional time taken for warranty work allowance will be paid at hourly rate at the discretion of the Service Manager.

The Employer reserves the right to implement a menu pricing policy which will set fixed prices for certain standard procedures. In setting menu pricing the following procedure will apply:

- 1) Pricing will be discussed and consensus reached in a meeting between two mechanics chosen by the Union and the Service Manager prior to the pricing coming into effect.

- 2) Pricing will establish the rate per job and will set out the length of time for the menu pricing to be in effect.
- 3) After the length of time expires the job rate will return to the previous standard if it is not reviewed and renewed as in 1 above.

26.11 Any employee who regularly or habitually works within **their** own trade in competition with their Employer shall be subject to dismissal.

26.12 Technicians must attend all update schools or training schools scheduled by Service, fully compensated daily rate of pay. The dealership will provide a Company vehicle, as well as a meal allowance of up to **twenty** dollars (\$20.00) **per day** with receipts if meals are not included with course. In addition employees will be paid for their travel time calculated from starting at dealership.

26.13 To receive pay for work done, the mechanic must punch on and off the work order and/or time card, provided that the work order and/or time card is available to the mechanic before such work is begun.

26.14 Employees wanting to repair their own personal cars and other personal items must get permission from their supervisor or the General Manager before any vehicle can be brought into the shop.

In all cases, a repair order must be opened showing the vehicle to be worked on. All parts and material used must be itemized and paid for when the repair order is closed out. In order to avoid a conflict of interest, repairs for resale on a short-term basis shall not be performed on the premises of the Employer. In the interest of safety and security, employees are discouraged to work in a department after the department has been closed. Any exceptions must require approval and, in all cases, two persons must be in the work area at all times.

26.15 Employees must notify the employer immediately if there is any change in their driver's status or insurability (i.e. loss of license, suspension, careless or DUI charges pending etc.)

SCHEDULE "B"

ARTICLE 27 - PAID HOLIDAYS AND VACATIONS

27.01 All employees will receive one (1) day's pay (eight and one-half (8 1/2) hours) or pay in accordance with the E.S.A., whichever is greater at the rate of their position for each of the following statutory holidays with the exception of Family Day which will be paid at eight and one-half (8 ½) hours:

New Year's Day

Civic Holiday

Family Day	Labour Day
Good Friday	Thanksgiving Day
Canada Day	Christmas Day
Victoria Day	Boxing Day

NOTE: In addition to the above, the last four (4) hours of the regularly scheduled working day before Christmas Day.

- 27.02 Employees required to work on any of the above statutory holidays, except Christmas Day, will be paid at the rate of double time (2x) the hourly rate or pro rata rate, plus the regular day's pay for the holiday. Employees required to work Christmas Day will be paid triple times (3x) the hourly or pro rata rate.
- 27.03 When any of the above-mentioned holidays falls on a Saturday or Sunday, the day observed by the government shall be considered the holiday.
- 27.04 To receive pay for any of the above-mentioned holidays, an employee must have worked his regularly scheduled hours on the day immediately prior to and following the day of the holiday unless granted specific leave of absence for such days.
- 27.05 If a holiday falls within the period of an employee's vacation, the Employer will grant another day off with pay by mutual agreement with the employee concerned. Failing mutual agreement, the day may be banked and used as sick leave at some future time.
- 27.06 An employee shall not receive pay for the holiday if they have agreed to work on such holiday and fails to report without reasonable cause.

ARTICLE 28 - VACATIONS

- 28.01 Each employee shall be entitled to a vacation with pay, its length to be determined as follows:
- (a) Employees with less than one (1) years' service in any year shall be given vacation with pay in accordance with the Employment Standards Act.
 - (b) If employed more than twelve (12) months but less than five (5) years prior to **their hire date**, a vacation of two (2) weeks.
 - (c) If employed more than five (5) years but less than eleven (11) years prior to **their hire date**, a vacation of three (3) weeks.
 - (d) If employed more than eleven (11) years prior to **their hire date**, a vacation of four (4) weeks.

- (e) If employed more than twenty (20) years prior to **their hire date, a vacation of five (5) weeks.** (Any employee now presently entitled to over five (5) weeks will not be penalized.)

28.02 Vacation pay shall be calculated as follows:

- (a) Employees with more than twelve (12) months' employment but less than five (5) years' employment prior to July 1st of any calendar year, four percent (4%) of total earnings for the twelve (12) month period preceding July 1st.
- (b) Employees with more than five (5) years' employment but less than eleven (11) years prior to July 1st of any calendar year, six percent (6%) of total earnings for the twelve (12) month period preceding July 1st.
- (c) Employees with more than eleven (11) years' employment prior to July 1st of any calendar year, eight percent (8%) of total earnings for the twelve (12) month period preceding July 1st.
- (d) Employees with more than twenty-five (25) years' employment prior to July 1st of any calendar year, ten percent (10%) of total earnings for the twelve (12) month period preceding July 1st.

28.03 Time off duty on account of bona fide illness, injury, or to attend Union or committee meetings with leave of absence from the Employer, not exceeding a total of sixty (60) days in any calendar year, shall be included in the computation of employment for vacation purposes.

28.04 An employee retired, discharged, deceased, or who leaves the employ of the Employer on their own accord, except where the employee has less than ninety (90) days' service, shall be paid for any unused period of vacation calculated to the date of their leaving the Employer.

28.05 An employee having been awarded their annual vacation will not be recalled to work except in case of an extreme emergency, in which case they will be paid at the rate of double times (2x) for all time so worked, unless the employee agrees to such recall.

28.06 Vacations will be scheduled during the summer months by the Employer, giving preference in order of seniority. Employees entitled to three (3) or four (4) weeks' vacation may be required to take the third (3rd) and fourth (4th) weeks at another time.

28.07 Vacation pay shall be accrued from July 1st and payable when the employee takes at least one (1) week of the total available vacation time. Exceptions shall be by mutual agreement.

28.08 Vacations shall be taken by December 31st in each year of entitlement and may not be carried forward or accumulated.

SCHEDULE "C"

ARTICLE 29 – JOB CLASSIFICATIONS AND WAGES

29.01 The job classifications and hourly wage rates shall be as follows:

<u>Classification</u>		Current Rate	Dec 1/2022	Dec 1/2023	Dec 1/2024
<u>Service</u>					
Tech A		\$33.66	\$34.33	\$35.02	\$35.72
Tech A- Ford Trained		\$38.66	\$39.33	\$40.02	\$40.72
<u>Parts</u>					
Parts Counter		\$22.01	\$26.00	\$26.65	\$27.32
Shipper/Receiver		\$14.57	\$22.00	\$22.55	\$23.11
<u>Quick Lane</u>					
Installer		\$17.17	\$18.00	\$18.45	\$18.91
Q/L Apprentice	1 st Year Complete	\$18.73	\$19.75	\$20.24	\$20.75
Q/L Apprentice	2 nd Year Complete	\$21.85	\$22.75	\$23.32	\$23.90
Q/L Technician	Licensed Technician	\$24.97	\$26.00	\$26.65	\$27.32
Q/L Technician	Licensed Lead Hand	\$28.09	\$29.00	\$29.73	\$30.47
<u>Appearance Plus</u>					
Detailer		\$16.65	\$18.50	\$18.96	\$19.44
Detailer	Lead Hand	\$19.25	\$20.00	\$20.50	\$21.01

*Ford Trained Tech A

\$0.25 per hour for each Certification

Online Course Completed (14 Titles) \$3.50

\$1.50 per hour for Ford Certification \$1.50

NOTE- Current Appearance Plus Detailer and Shipper wage is Red Circled for 1 year and in lieu of increase will receive \$250.00.

Red circling of employee whose rate is higher than the rate expressed in the Collective Agreement.

Dual Wheel/Heavy Truck premium of one dollar (\$1.00) per hour on vehicles "350" and greater for mechanics only.

Tech A Employees performing Ford mandated specific work, both warranty and retail, to be provided a bonus of three dollars (\$3.00) per hour.

Newly hired employees, with discretion of the manager may be hired at a rate of eighty percent (80%) of the prevailing rate for **up to six (6) months** ; ninety percent (90%) for **twelve (12) months**; one hundred percent (100%) for **up to eighteen (18) months**.

ARTICLE 30 – CANADA WIDE INDUSTRIAL PENSION PLAN (CWIPP)

30.01 Effective December 1, 1998 the Employer agrees to pay forty cents (\$0.40) per hour for all Bargaining Unit Employees into the Canada Wide Industrial Pension Plan. The contribution is based on forty-two (42) hours maximum per week (actual or flat rate) per employee. The contributions will include vacation time but does not include time off due to WCB or WI.

Effective December 1, 2002 the employer agrees to increase the above amount by twenty-five cents (\$0.25) per hour to sixty five cents (\$0.65) per hour.

Effective January 11, 2011 the employer agrees to increase the above amount by five cents (\$0.05) per hour to seventy cents (\$0.70) per hour.

Effective December 1, 2011 the employer agrees to increase the above amount by five cents (\$0.05) per hour to seventy-five cents (\$0.75) per hour.

Effective December 1, 2012 the employer agrees to increase the above amount by five cents (\$0.05) per hour to eighty cents (\$0.80) per hour.

Effective December 1, 2022 the employer agrees to increase the above amount by ten cents (\$0.10) per hour to **one dollar (\$1.00)** per hour.

Note: Pension contributions will be effective after twelve (12) months of continuous employment for Appearance Plus employees.

Unifor will arrange a meeting with members to discuss the CWIPP plan and Pension options if any.

SCHEDULE "D"

ARTICLE 31 – QUICK LANE

Schedule "D" was originally the Letter of Understanding between the parties regarding the Quick Lane PILOT PROJECT. It was agreed during the 1997 negotiations that the Letter will be incorporated into the Collective Agreement as Schedule "D". There were revisions negotiated during the 1997 negotiations which have been included.

1. This Schedule "D" is an addendum to the Collective Agreement and as such is considered a part thereof.
2. Sections of the Collective Agreement not altered by this Schedule "D" will apply unchanged to the Quick Lane operation and employees.
3. Quick Lane will perform the following functions but is not limited to: tires, wheel balance, alignment check, spark plug installation, shocks, struts, exhaust, oil changes, brakes. No warranty, high-tech repairs, major repairs (i.e. engines, transmissions, etc.) will be done in Quick Lane without discussion, if necessary, between the Leadhand and Manager. All work currently being performed in the QC Centre will continue to be done there. We will not intentionally be directing work into Quick Lane from Q.C. Centre, it will draw its own work.
4. It is recognized that the work being performed in the Quick Lane is work traditionally performed by Q.C. Technicians. Therefore if the Quick Lane operation results in a decrease in Q.C. Centre work to the point where any Q.C. Technicians are working a shorter work week or are to be laid off, then the Quick Lane work will be redirected back to QC Centre to make up the shortfall.
5. There will be a tracking of Q.C. Centre Technicians earnings over a three (3) month period to determine if the Quick Lane is having a negative impact. The tracking of earnings will include reviewing the average number of earned hours and at the request of the union the amount of retail/customer pay work compared to warranty work. In the event there is a negative impact, both parties agree to meet for the purpose of agreeing on the allocation of work which will result in restoring the Q.C. Technicians traditional and historical earnings. This review will take place each subsequent three (3) months for the duration of the current contract.
6. Hours of Operation and Work Schedule

OPEN Monday to Friday – 8:00 a.m. – 8:00 p.m. Saturday – 8:00 a.m. – 5:00 p.m.

SHIFTS

We have three (3) groups of two (2) workers which would include one E-Class Installer and one Apprentice/General Labourer. Each group will get two (2) working days per week off.

Week 1	Monday and Tuesday – Off	(41 hour week)
Week 2	Wednesday and Thursday – Off	(41 hour week)

Week 3 Friday and Saturday – off (44 hour week)

Groups will rotate on an equal basis through the schedule working full days from 8:00 a.m. to 8:00 p.m. with one (1) hour off for lunch. Note: In moving from week 3 to week 1, staff will have five (5) consecutive days scheduled off. (Friday, Saturday, Sunday, Monday, Tuesday).

Quick Lane employees will not be required to work more than every second Saturday except by agreement of the employee and for purposes of vacation coverage.

Quick Lane department to be closed Saturday of Civic Holiday, Labour Day and Victoria Day long weekends. The Company, in advance of these closed Saturdays will canvas for volunteers to work. If there are enough volunteers the dealership will open.

7. Due to the nature of Quick Lane work it is agreed that the Manager and the Assistant Manager may do bargaining unit work when there is an excess of work.

This agreement for management to do bargaining unit work is an exception to the collective agreement and applies only to Quick Lane.

8. Each employee of Quick Lane will receive one hundred dollars (\$100.00) per year as a Tool Allowance. Commencing with one (1) years seniority the Tool Allowance will increase to four hundred dollars (\$400.00) per year.
9. Quick Lane department will install a punch clock for the tracking of hours.

ARTICLE 32 – POLICY AND PROCEDURE

EMPLOYEE PARTS PURCHASES:

As per Agreement Letter of Intent.

LETTER OF INTENT #1

SUBJECT: Employee Parts Purchases

The intent of this policy is to provide an employee benefit to employed persons for their own personal and same resident immediate family vehicles.

Parts will be sold at published cost plus ten percent (10%).

Special discounts or programmes which are available from time to time will be passed on to the employee at time of purchase.

Any and all parts ordered from other than our Ford sources will be at cost plus ten percent (10%).

It should be noted that employees do not have the authority to order parts from any source without the knowledge and consent of authorized parts personnel.

Parts for personal consumption must be invoiced and paid for upon release of the parts. There are no provisions for employee receivables.

Once again, please use the benefit to your advantage without abusing it or creating additional administrative burdens.

LETTER OF INTENT #2

SUBJECT: Agreed to Items

Both the Company and the Union have agreed to the following changes as well.

- 1. ODP Certifications will be paid at 4 hours if WPFL requests them to attend the course and it is not available online.**
- 2. The Company will arrange to have an information session for employees regarding prescription drugs.**
- 3. The Company will review the possibility of Cannabis Coverage within the benefit plans at benefit plan renewal.**
- 4. The Company will pay the cost of uniforms for Appearance Plus.**

Letter of Understanding #1
Between
Wayne Pitman Ford, Guelph
And
Unifor and its Local 1917

Nov 15, 2019

To: Robin Dudley
National Representative, Unifor

Dear Mr. Dudley

The parties, Wayne Pitman Ford and Unifor and its Local 1917 agree that a Women's Advocate may be selected by the Union and will be recognized by the Company.

The parties agree that this letter shall form part of the Collective Agreement.

Very truly yours,

Wayne Bricknell
President, Wayne Pitman Ford.

I agree with the contents of this letter.

Wayne Bricknell

Robin Dudley

Letter of Understanding #2
Between
Wayne Pitman Ford, Guelph
And
Unifor and its Local 1917

Social Justice Fund

The employer agrees to pay into the Social Justice Fund a one time contribution in the amount of five hundred dollars (\$500.00).

Such monies are to be paid into the Unifor Social Justice Fund (SJF), which is a registered charity established by Unifor. The employer is to forward the payment to the following address:

Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, Ontario, M2H 0A8

The employer will be issued a charitable receipt for each payment.

I agree with the contents of this letter.

Wayne Bricknell

Robin Dudley

Letter of Understanding #3

Between

Wayne Pitman Ford, Guelph

And

Unifor and its Local 1917

Racial Justice Advocate

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

I agree with the contents of this letter.

Wayne Bricknell

Robin Dudley