

COLLECTIVE AGREEMENT

Between

**WELLINGTON MOTORS LIMITED
GUELPH**

(hereinafter referred to as "the Company")

AND

**Unifor and its Local 1917
(hereinafter referred to as "the Union")**

Effective: November 28, 2022

Expires: November 27, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The Employer and the Union each agree that the purpose and intent of the 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 for 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 matter encompassed by this Agreement, and subject to the provisions therein, for its employees at Guelph employed in any of the classifications set forth in this Agreement, save and except foremen, persons above the rank of foreman, office staff, salespeople, wholesale parts salespeople, service salespeople and those persons regularly employed twenty-four (24) hours per week or less.
- 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 his absence, the department head concerned before visiting any property of the Employer, which consent shall not be unreasonably withheld.

ARTICLE 3 - MANAGEMENT

- 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.

ARTICLE 4 - CHECK-OFF

- 4.01 It is agreed that the Employer shall deduct from **each semi-monthly pay cycle half (1/2) dues** from every employee covered by this Agreement and drawing pay for that period, a sum equal to the regular monthly union dues and remitted during the following month to the Financial Secretary of the Local Union. For those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable, including any amount normally considered as part of regular pay, but excluding shift premiums. 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 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 committee person while on leave of absence.

- 5.05 No person shall act as a committee person until notice of his 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 committee persons as well as other employees have regular duties to perform in connection with their employment. A committee person, 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 committee person 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 committee person will punch in and punch out on **their** time card when on business, and the time taken will be approved by the General Manager for payment. Whenever, in the opinion of the General Manager, more than a reasonable period of time is taken by a committee person to handle grievances, the General 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 Committee person 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:
1. 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.
 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** Committee person.

4. The committee person shall present the written grievance to the General Manager and during any discussion of the grievance between the General 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 General 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 five (5) working days from receipt of pay or the posting of a seniority list.
- 6.03 The General Manager shall give **their** decision in writing within five (5) working days after receiving the written grievance. If the decision of the General Manager is not satisfactory to the Union, the Local Chairman shall within five (5) working days refer the matter in writing to the General Manager, or his 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 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) working days, is not satisfactory, a meeting at a time and place to be mutually satisfactory, the time not to exceed five (5) working days, may be requested by the party grieving, and the other party shall co-operate in arranging such a meeting, to be 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 by-passed.
- 6.08 Any employee who has been suspended or discharged shall, if he/she so requests, be permitted to have an interview with his Committee person in an office designated by the Employer before he/she is required to leave the premises.
- 6.09 Grievances involving discipline or discharge shall be presented to the Employer within five (5) working days of such discipline or discharge. The General Manager, or **their** nominee, will consider such grievance, and render a decision within five (5) 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.
- 6.12 **Disciplinary action or any adverse notations or letters of counsel will be removed from an employee's file after 12 months, as long as the employee's record remained free of discipline over that time.**

ARTICLE 7 - ARBITRATION

- 7.01 Where a difference arises between the parties relating to the interpretation, 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 his/her 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 provision 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 the arbitrator, and his/her 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. SERVICE DEPARTMENT
Class Technicians, Apprentices, Luber
 2. COLLISION CENTRE
Class Technicians (including painters)
Trimmer and Preppers, Apprentices
 3. PARTS DEPARTMENT
Parts clerks, driver
 4. ALL OTHER EMPLOYEES
- 8.02 A new employee shall be considered as a probationary employee until he/she has acquired seniority status. The retention of probationary employees shall be solely at the discretion of the Company. A probationary employee who is discharged may discuss the matter with the appropriate Manager.
- 8.03 A new employee shall acquire seniority status when he/she has been employed for ninety

(90) calendar days. His/her 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 Chairman.

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. Seniority is exercisable within the departmental groupings in Article 8.01. Bumping is not permitted between departmental groupings.

- 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 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 and his/her 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 or is found to abandon his/her employment.
- 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 this 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 his 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 his/her correct home address and telephone number.

- E. If the employee is not recalled to work within one (1) year from the date of his/her

last day of work before lay-off.

- 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" are used herein and 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, he/she 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 he/she shall retain his/her 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 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 ability and physical fitness 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 he has been transferred as a junior man/woman, 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-off or vacation purposes.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The company may grant written leave of absence without pay 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 his/her seniority shall continue to accumulate during his/her absence.

13.03 Employees who are absent due to illness or accident or are injured in the service of the Company will be granted sick leave upon proof of continued inability to work. Seniority shall continue to accrue throughout the leave. The Company reserves the right to request medical examinations of the employee by the Company doctor.

Failure to submit to medical examinations with proper notice to do so or provide to the company appropriate documentation to substantiate the leave of absence may result in the employee appearing to have abandoned his/her employment. Such abandonment may result in termination as per Article 9.01, Subsection A.

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 work load as it may from time to time exist.

13.05 Where such leaves are for summer school, conferences or conventions, the Union will give at least three (3) weeks' notice of the necessity of such leave, and seniority shall accrue as set out in Article 14.4.

13.06 Paid holidays falling within granted leave of absence will not be paid for.

13.07 The company shall grant leave of absence without pay and without loss of 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 to be in conformity with those laid down by the relevant legislation.

- 14.02 (a) The Employer undertakes to provide adequate and necessary equipment to maintain these standards.
- 14.02 (b) For concerns regarding safety and quality workmanship, "A" & "B" Technicians, Luber and Apprentices must provide the General Manager, on the anniversary of the contract, with proof of purchase for one pair of work boots purchased in the last three hundred and sixty-five (365) days.
- 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.

ARTICLE 15 - BULLETIN BOARDS

- 15.01 Adequate bulletin facilities will be supplied by the 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 General Manager.

ARTICLE 16 - BEREAVEMENT ALLOWANCE

- 16.01 (a) The employer agrees to allow employees leave of absence, without loss of pay for five consecutive regular working days (calculated at straight time at the base hourly rate) in the event of the death of a parent, spouse or child, provided the time is required to look after funeral arrangements or family needs.
- (b) The employer agrees to allow employees leave of absence, without loss of pay for three consecutive regular working days (calculated at straight time at the base hourly rate) in the event of a death in the immediate family (father-in-law, mother-in-law, sister, brother) provided the time is required to look after funeral arrangements or family needs.

16.02 The employer agrees to allow employees leave of absence, without loss of pay, for one (1) working day in the event of the death of an employee's sister-in-law, brother-in-law, or grandparents.

16.03 It is understood that 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 which would have been earned, had a normal straight time shift been worked, provided the employee attends the funeral.

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 straight time shift been worked.

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 him/her to report during his/her regular work day or the start of his/her 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 with provisions for employee directed LTD made in hourly wages, 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 employee portion of the benefit costs will be applied to pay the entire premium of Short Term Disability.

The cost of orthotics will be split 50/50 up to total of three hundred and seventy-five dollars (\$375.00). Additionally, any custom made orthotic shoes prescribed by a physician that cannot be corrected by orthotics, or off the shelf orthopaedic shoes, will be covered one hundred percent (100%).

18.02 A copy of this plan shall be made available to each employee.

18.03 Sick leave – A maximum of three (3) days sick leave non-accumulative, per calendar year, will be paid to an employee **without a deduction from their vacation allotment.**

This sick leave entitlement will apply to the employee’s normal scheduled work days. The amount payable to the employee will be at his/her regular hourly rate for a regular work day.

ARTICLE 19 – SCHEDULES

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

Schedule “A” Hours of work, Overtime and Working Conditions

Schedule “B” Paid Holidays and Vacations

Schedule “C” Job Classifications and Wages

ARTICLE 20 – TERMINATION

20.01 This agreement shall continue in effect from November 28, 2022 to November 27, 2025 and unless either party gives notice in writing to the other party that amendments are required, or that the party intends termination of 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.

SCHEDULE ‘A’

ARTICLE 21 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

ARTICLE 21.01

WHEN SATURDAY IS NOT SCHEDULED:

- Nine (9) hours per day between the hours of 7:30 a.m. and 5:00 p.m. Monday to Wednesday.

- Twelve and a half (12 1/2) hours per day between the hours of 7:30 a.m. and 9:00 p.m. on Thursday.
- Eight hours between the hours of 7:30 a.m. and 4:30 p.m. on Friday.
- The lunch periods shall be 12:00 p.m. to 12:30 p.m. Monday to Thursday one-half hour (1/2) and 12:00 p.m. to 1:00 p.m. on Friday one (1) hour.
- Dinner period on Thursday shall be 5:00 p.m. to 5:30 p.m. one-half (1/2) hour.

WHEN SATURDAY IS SCHEDULED:

- Nine (9) hours per day between the hours of 7:30 a.m. and 5:00 p.m. Monday to Wednesday.
- Thirteen (13) hours per day between the hours of 7:30 a.m. and 9:00 p.m. on Thursday.
- Eight (8) hours between the hours of 7:30 a.m. and 4:30 p.m. on Friday.
- The lunch periods shall be on one-half (½) hour's duration, Monday to Thursday and one (1) hour on Friday.
- Guarantee for techs who are scheduled for Saturday will be to four (4) hours for Saturday alone.
- Saturday will not be a scheduled work day during July, August, or long weekends outside July and August.

EVENING HOURS:

- 1) On a mandatory rotating basis **as needed** – two (2) techs to work Thursday evening (5:00 p.m. to 9:00 p.m.) and Saturday (8:00 a.m. to 12:00 p.m.). Corresponding time off will be the following Friday of the next week or Monday of the week after. Day chosen will be on a seniority basis with highest seniority having first choice Time off may be banked up to a maximum of three (3) days and may be taken with management approval. Scheduled vacations would take precedence.

Or

- 2) Technicians/Apprentices work one extended shift (until 7:30 p.m.) per week, Monday to Thursday based on seniority. Their start time will change from 7:30 a.m. to 8:00 a.m. for this shift only. The technician/apprentice will then receive every fourth (4th) Friday off. If Friday is a holiday they will either take the following Monday, or previous Thursday, or a future date to be agreed upon with the technician/apprentice and the Service Manager. If your scheduled day to work is a holiday the technician/apprentice will be paid for the full eleven (11) hours or the rate as calculated by the Labour Standards Act. For the extended hours shift (5:00 p.m. to 7:30 p.m.) there will a one point eight (1.8) hour guarantee based on two and one-half (2 ½) hours of punch time.

Lubers and Parts staff will be scheduled on an individual basis by the Service Manager for the evenings and Saturday mornings.

At time of contract printing the dealership was opting to work option 2. The dealership reserves the right to discontinue this and return to either the original Thursday evenings

or Saturdays.

- 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 above hours are stated solely for the purpose of calculating overtime and are not to 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 times (1 ½) the hourly-rate for hourly-rated employees.
- 22.02 Except as hereinafter provided, employees required to work on Sunday shall be paid at the rate of double time (2x) (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 Union.
- 22.04 It is understood that in allotting overtime, such overtime will be distributed on a rotation 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 initialled by him/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 (1/2) - 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 his regular rate or be paid (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 RE-CALL

- 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 ½), or if worked for a longer period, time and one-half (1 ½) for all time worked.

ARTICLE 26 - WORKING CONDITIONS

- 26.01 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 his pay. Notwithstanding the above, there shall be no charge against the employee for parts.
- 26.02 In the event that a vehicle comes to the painter that has not been properly metal finished, the painter will refer the matter to the Collision department manager who will have the metal finisher properly finish the job before the painter does the refinish.
- 26.03 Any new parts received by a body person for the stockroom in a damaged condition shall be repaired by the body person at their regular hourly rate. The employee doing the work will punch the time card when starting on the job and punch off when the repair is completed. The time for such repairs will be established by the Collision Department Manager.
- 26.04 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.
- 26.05 The distribution of preferred flat rate jobs shall be as equal as possible between

employees to whom such work is normally assigned.

- 26.06 (a) The weekly guarantee for “A” technicians working on the flat rate system shall be one hundred percent (100%) of thirty five (35) hours times the hourly rate based on a forty-four (44) hour punched time week.

The weekly guarantee for “B” technicians shall be one hundred percent (100%) of thirty-five (35) hours times the hourly rate based on a forty-four (44) hour punched time week.

Any hours below forty-four (44) hours due to absence or paid holiday will be deducted from guarantee time.

Work not properly performed at the discretion of the Department Manager will be redone by the original technician and that time will be deducted from the guarantee as necessary. Incorrect warranty time calculations that are calculated by the technician and are charged back by Chrysler will be charged back to the technician’s pay at the discretion of the Department Manager and deducted from the guarantee as necessary. Work started on a Friday by a technician will be pro-rated for pay period at the Department Manager’s discretion.

- 26.06 (b) It is agreed that Management reserves the right to increase staffing levels in the Collision centre of licensed technicians and/or apprentices as growth and business dictate, through mutual agreement between Management and the Union. The hiring process will be aided by a job committee whose role in part is to review and assess potential new employees.

All estimates will be written in accordance to the Mitchell or ADP estimating guidelines unless otherwise agreed upon by both the estimator and the technicians involved. If a technician refuses to do a repair either because of the allotted hours or type of repair it may result in technician losing their spot in the rotation.

- 26.07 Notwithstanding any of the above, no changes in the method of payment (from hourly rate to flat rate or vice versa) shall be made during the life of this Agreement until after discussions have been held between the Employer and the Union.

- 26.08 In the interests of customer relations and safety, each employee will have their bench and surrounding floor space cleaned and power washed and free of all tools and equipment (except equipment in use or parts removed from a vehicle). His/her air line and drop light must be stored in a clean condition.

26.09 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 employee.

26.10 (a) The employer will provide, at no cost to the employee, fire and theft insurance to a maximum up to twenty-five thousand dollars (\$25,000.00), with a twenty-five hundred dollar (\$2,500.00) deductible on the employee's tools only in the case of theft, which will be split 50/50 between the employees and the employer, 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 on the anniversary of the contract. The employer will cover one hundred percent (100%) of the deductible in the event of fire and 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 guarantees it will continue to invest in shop tools and each technician guarantees they will increase the inventory value of their tools by at least four hundred dollars (\$400.00) per year **and an additional \$200 per year paid in the following January when individual technician efficiency is over 100% for 10 of the 12 months** by supplying the General Manager, on the anniversary of the contract, receipts showing tool purchases in the last three hundred and sixty-five (365) days of at least four hundred dollars (\$400.00.) Failure to comply will result in a deduction from the holiday pay equivalent to the shortfall.

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 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.

Effective 2013 collective agreement it is agreed that tool receipts in excess of the tool allowance from the previous three (3) year term may be carried forward for use in future years.

(c) Registered apprentices will receive a yearly tool allowance of fifty percent (50%) of the technician's minimum yearly tool purchase. This applies to registered apprentices after one (1) full year of employment as a registered apprentice with

the company and will be paid on the anniversary of the collective agreement.

- 26.11 Employees covered by this Agreement shall be paid semi-monthly.
- 26.12 Employees on flat rate shall be paid on the flat rate hour system according to the utilized flat rate 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 the major motor vehicle manufacturers.

Where there is no basis for establishing flat rate time the employee shall be paid at the hourly rate.

- 26.13 Any employee who regularly or habitually works within this own trade in competition with **their** employer, shall be subject to dismissal.
- 26.14 Employees may be required to attend improvement courses after working hours without remuneration provided there is no cost to the employee concerned. Such courses shall be posted at least twenty-four (24) hours in advance and there shall not be more than twelve (12) such courses per year. The dealership will pay the cost of A/C and Drive Clean retraining which provides for the license renewal providing the retraining is completed on the employee's own time without expense to the dealership. The dealership will pay half the cost of Apprenticeship registration for Apprenticeship registration occurring after one full year of employment with the dealership. The dealership will pay the other half upon successful completion of Certificate of Qualification for Automotive Technician.
- 26.15 'A' technicians working on the flat rate system will be paid 'customer pay' at the greater of the Chrysler Warranty flat rate converted to the attached matrix rate chart (which is based on (135%) or the SPG Guide. 'A' technicians will be compensated at one hundred and thirty-five percent (135%) of clock punch time for customer pay and internal electrical diagnosis and driveability problems. 'B' technicians working on the flat rate system will be paid one hundred percent (100%) of the flat rate time as per the approved estimate and will be provided copies of the estimate at their request.
- 26.16 Any vehicle which is the property of the used car department and is quoted for repair at customer pay rate and then is later adjusted to warranty for "goodwill" shall be deemed to be a customer pay repair and the technician will be compensated at customer pay rate.
- 26.17 (a) Any company owned vehicle or customer owned vehicle carries a five thousand dollar (\$5000) deductible. If the employee covered under this collective agreement is charged for an accident he/she will be responsible for fifty percent (50%) of the deductible portion of the insurance (excluding comprehensive) or the repair cost if less than the deductible up to twenty-five hundred dollars (\$2500), excluding employees in the positions of delivering parts. All insurance is null and void if the employee is found to be under the influence of liquor or drugs or if the

employee does not have a valid driver's license (the employee would then be responsible for one hundred percent (100%) of the damage and any liability).

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

26.18 Employees going to training can either use a company supplied vehicle or their own transportation. In the event they choose to use their own vehicle, dealership will reimburse employee for 20 litres of regular fuel. In the event two or more technicians are training on the same day in order to save money and be environmentally friendly, dealership will not pay fuel separately (which means either the techs must carpool their own transportation and dealership will pay one reimbursement or they will both use a company supplied vehicle which results in no fuel reimbursement).

26.19 Dealership will **pay** the license renewal cost for Auto Service Technician, Truck and Coach Technician and Auto body Repair Technician.

SCHEDULE 'B'

ARTICLE 27 - PAID HOLIDAYS AND VACATIONS

27.01 All employees will receive one (1) day's pay at the rate of their position for each of the following statutory holidays with the paid holiday pay to be based on the applicable hours times the hourly rate or averaging per Employment Standards Act, whichever is greater:

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

Afternoon of the last 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 (two times 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 (3x) times (three times 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 unless agreed to otherwise by mutual agreement between the parties..

- 27.04 To receive pay for any of the above mentioned holidays, an employee must have worked **their** 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 he/she has 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.
- 28.02 Vacation Pay shall be calculated as follows:
- A. Employees with more than twelve (12) months of employment, but less than five (5) years of employment from their hire date, of any calendar year, four percent (4%) of total earning for the twelve (12) month period preceding their hire date.
 - B. Employees with more than five (5) years employment, but less than eleven (11) years from their hire date, of any calendar year, six percent (6%) of total earning for the twelve (12) month period preceding their hire date.

- C. Employees with more than eleven (11) years employment from their hire date, of any calendar year, eight percent (8%) of total earnings for the twelve (12) month period preceding their hire date.
- D. Employees with more than twenty (20) years employment from their hire date, of any calendar year, prior to ten percent (10%) of total earnings for the twelve (12) month period preceding their hire date.

28.03 Time off duly 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 of **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 time 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 and fourth weeks at another time.

28.07 Vacation will accrue for January 1 – December 31.

Accrued vacation pay will be paid out to match the amount of vacation time taken. On December 31, 2019, and on every subsequent December 31, any unused vacation will be paid out to the employee, save for five (5) days, which will be rolled over to ensure vacation coverage for following year. No more than two (2) technicians will be allowed off at any time. Priority will be given by seniority for vacation booked by March 1.

Up to three (3) Individual vacation days may be used to cover sick days. Employees must notify the Department Manager day of illness and the desire to use a vacation day.

28.08 No more than one (1) driver will be allowed off at any time. Priority will given by seniority for vacation booked by March 1. A non-bargaining unit driver may be brought in for vacation coverage of 4 weeks or less.

SCHEDULE C

ARTICLE 29 - JOB CLASSIFICATION AND WAGES

29.01 THE JOB CLASSIFICATIONS AND HOURLY WAGE RATES SHALL BE AS FOLLOWS:

	NOVEMBER 28, 2022	NOVEMBER 28, 2023	NOVEMBER 28, 2024
"A" TECHNICIAN	\$36.29	\$37.34	\$38.46

Additional pay for trucks/Vipers: Additional three dollars and twenty-five cents (\$3.25) per hour on customer pay repairs on Vipers, excluding oil and filter changes (LOF's) and tire rotations. Additional three dollars and twenty-five cents (\$3.25) per hour customer pay diagnostics and repairs on Diesel powered vehicles, Sprinters, **HEV's** or Heavy Duty trucks (2500/3500):

- Sprinter and HD truck brake system including pads, rotors, shoes, callipers, hoses and related items (labour ops beginning with '05')
- Diesel engine (labour ops beginning with '09' or '08' diesel related)
- Diesel fuel repairs (labour ops beginning with '14')
- Sprinter & HD truck Transmission repairs (labour ops beginning with '21' or '06' clutch related)
- Sprinter & HD truck Suspension, including tie rod ends/steering linkage & full floating axle related items (labour ops beginning '02' & '03' & '19' – not including 19C)
- In order for the technician to claim the extra three dollars and twenty-five cents (\$3.25) per hour, the hard copy and the estimate must be clearly marked and the Service Advisor made aware of the extra three dollars and twenty-five cents (\$3.25) so that the estimate and bill are appropriately calculated.

"B" TECHNICIAN/ PAINTER	\$30.49	\$31.40	\$32.34
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2019 Bargaining the parties agreed; that the wage rates below are the basic minimum for the listed categories. The Company can pay individual employees greater than the listed amounts for the purposes of retention or to remain competitive within the business market. The Company will review with the Union annually, at the beginning of the year, to maintain equity within these positions.

<u>2019-2022</u>	<u>UNION PAY WAGE GRID</u>		
<u>PARTS DRIVER</u>			
New Hire	80%	80%	80%
6 Months of Service	90%	90%	90%
18 Months of Service	\$18.32	\$18.87	\$19.44

Counter 1/Luber- New hire	80%	80%	80%
Counter 2 (6 months)	90%	90%	90%
Counter 3 (18 months)	\$23.37	\$24.07	\$24.79

Menu pricing has been eliminated.

PAINTER

It is agreed that all licensed Tradespeople in the body shop will be recognized as B Technicians, paid on the same wage.

Benefit Increases – All benefits items should take affect approximately by February 1, 2017

1. Physio therapy, Massage therapy, chiropractic coverage increased to \$600, 50/50.
2. Life Insurance increase to 1X earnings on staff member, max to \$100,000.
3. Dental cap extended to \$1500, 80% reimbursement minor, 50% reimbursement major.
4. Will keep STD as current except reduce benefit period to a max of 17 weeks. If longer is required UI would be available. Maintains first day accident 3 day sickness. – Article 18
5. Benefits improved and Single benefit monthly premium including HST approximately \$50.74, Family \$112.24

APPRENTICES ('A' & 'B' Technician)

1st year of schooling or basic level complete and minimum one year of service = 51% of base 'A' tech's rate

2nd year of schooling or intermediate level complete and minimum two years of service = 55% of base 'A' tech's rate

3rd year of schooling or advanced level complete and minimum three years of service = 65% of base 'A' tech's rate

4th year of schooling and minimum three years of service = 70% of base 'A' tech's rate

5th year of schooling and minimum three years of service = 75% of base 'A' tech's rate

1st year of with license = 87.5% of base 'A' tech's rate

New Employees:

- A&B technicians will have their wages reduced in the employee's first year by \$.30/hour in the first year of this contract, \$.39/hour in the second year of this contract, and \$.44/hour in the third year of this contract.
- Additionally, Wellington Motors reserves the right to hire any new employees in the classifications of 'A' & 'B' tech, Counter Man or Painter at 95% of the set wages for up to two years.

29.02 Safety boot allowance for 'A' & 'B' techs and Painters is covered by LOU Wage Rate Calculation. All other bargaining unit employees are a maximum of **two hundred and twenty-five \$225.00** per year with receipts. In the event an Apprentice or Luber leaves within six (6) months of claiming the boot allowance, it will need to be repaid in full. **-NOTE- In lieu of wage compensation, remains in wage and benefit separated.**

29.03 Vision Care Plan and Eye Exam –employer **to pay two hundred and seventy-five (\$275.00)**– one pair per family member, as per the definition of 'family member' set by the employer's insurance carrier, every two calendar years. **NOTE- In lieu of wage compensation, remains in wage and benefit separated.**

ARTICLE 30 - PAID EDUCATION LEAVE

30.1 The company agrees to pay into a special fund \$.02 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 the National Union, Unifor and sent by the Company to the following address:

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

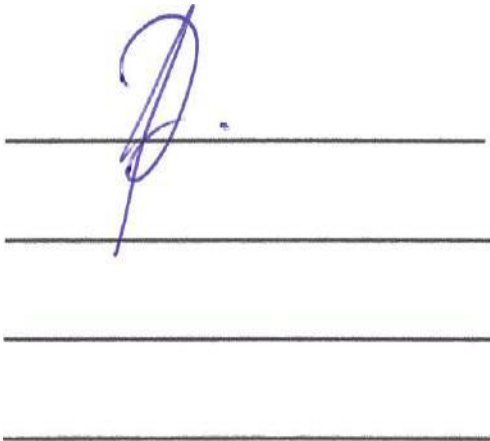
The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from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

Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Dated at Guelph, Ontario this 21st day of December, **2022**.

SIGNED ON BEHALF OF:

WELLINGTON MOTORS



UNIFOR AND ITS LOCAL 1917



Letter of Understanding #1

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

Wage Rate Calculation:

- Included in wage rates for Counter Man/Apprentices/Shipper Receiver/Luber/Driver and Others is fifteen cents (\$0.15) per hour in lieu of LTD Plan; sixty cents (\$0.60) per hour in lieu of pension plan. Counter Man/Shipper Receiver and Driver's wages also include four cents (\$0.04) per hour in lieu of their half of summer and winter shirts and are in lieu of uniforms.
- Included in wage rates for A and B Techs and Painter is fifteen cents (\$0.15) per hour in lieu of LTD Plan; forty-four cents (\$0.44) per hour in lieu of pension plan.
- It is agreed that all licensed tradespeople in the body shop will be recognized as B technicians, paid on same wage.
- Accessories Matrix
It is agreed that base hourly timed allowance for accessory matrix will change to 1.35.

Menu Pricing

4 cylinder tune up _____ 1.2

6 cylinder tune up _____ 1.4

8 cylinder tune up _____ 1.6

~~Additional time may apply for vehicles with multiple plugs/cylinder or plenum removal~~

Alignment _____ 1.0

Brake System Flush _____ .9

Bulbs _____ .3

Cabin Filter _____ .2

Combustion/Decarbon Service _____ 1.2

Cooling System Flush	.9
Differential Service (per axle)	.7
Brake Service (per axle)	1.0
Heavy Duty/SRT Brake Service	1.3
Emission Test	.4
Four Wheel Drive Service	1.4
Front Brake Job	1.4
Rear Brake Job	1.5
Front Brake Job – Sprinter	1.7
Rear Brake Job – Sprinter	1.8
Additional time for wear sensors	.3/axle
Some exceptions may apply (dual wheels, captive rotors, 4x4, etc)	
Injector Flush	.8
Install 4 Tires	1.2/2.0 Additional time applies if cleaning beads of rims is needed (install of tire is 0.4 of the listed rate if split between techs, due to absence)
Install 4 Tires (Low Profile/Oversized)	2.0 (Install of tire is 0.4 of the listed rate if split between techs, due to absence)
Key Programming	.4
Additional Keys	.1 each
LOF	.4
Diesel LOF	.6
MIL Lamp/Scan Test	1.0
Nitrogen – Internal with PDI/DOT	.2
Retail	.3
POM Inspection	.6
Power Steering Flush	.6
Seasonal Maintenance Package	.8

Safety Inspection – Basic	1.0
Safety – Commercial/Dual Wheels	1.5/2.0
Throttle Service	.8
Tire Balancing (Four tires)	.8
Tire Repair plug/patch	.3/.5
Tire Rotation	.4
Transmission Service (Remove Pan)	1.5
Transmission Service (Flush)	1.3
Transmission Service (Manual)	0.7

Menu Pricing – Notes

~~During the time of the Chrysler promotion the transmission pan removal service will be reduced to one point two (1.2) hours. This applies only during the time of the promotion and if the promotion runs more than once per year (one quarter – 1/4) further discussion and agreement with the technicians will be required.~~

~~During the course of the current contract, November 2019 – November 2022, the technicians agree to maintain the rate \$31.50 for the selected menu items. These items are: oil change, tire rotation, peace of mind inspection, seasonal maintenance package, alignment, bulb replacement, tire replacement, brake service, differential service, four wheel drive service, and transmission services. As part of this agreement Wellington Motors has agreed to maintain the sale prices without increases for the same period of time. After the end of this contract term the technician rates will return to the same as their regular hourly rate. This agreement does not include heavy duty vehicles.~~

~~Low profile tires include tires 55 series and lower, aftermarket wheels, and wheels/tires larger than original equipment qualify for the low profile/oversized tire pricing.~~

~~The sale rates are as follows:~~

Oil change	\$21.95
Peace of Mind Inspection	\$45.95
Alignment	\$90.00
Bulbs	\$18.00
Tire Replacement (Regular)	\$90.00
Tire Replacement (Oversize)	\$155.00
Disc Brake Service	\$90.00
Differential Service	\$70.00
Four Wheel Drive Service	\$160.00

~~Transmission Service (Flush) ————— \$110.00~~
~~Transmission Service (Manual) ————— \$80.00~~

~~These two rates were increased in 2019 and the technician's rate is set at \$32.85~~

~~Tire Rotation ————— \$29.95~~
~~Seasonal Maintenance Package ————— \$39.95~~

~~2019 Bargaining the parties agreed that if the company adjusts any of the above set sale rates, the technician's rate will be immediately adjusted by the same percentage increase on these listed items. —~~

Letter of Understanding #2

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

It is agreed that upon presentation of the new Harmonized Benefits plan, the Union reserves the right to either transition to the new benefits program or keep the current benefits program intact. If the Union chooses to continue with the current plan, it is understood that Dental coverage including the addition for mouth guards for sleeping will be negotiated.

Letter of Understanding #3

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

Women's Advocate

The Dealership agrees that if and when a female is hired into a union position, the employer will assign a female management support person to work jointly with the Unifor Women's Advocate from the bargaining unit. The employer understands that the role of the employer is to provide the Women's Advocate with training, support and adequate resources to effectively fulfill her role as Women's Advocate.

Letter of Understanding #4

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

It is agreed that the Employer will provide a one- time ratification signing bonus of \$700 (minus applicable taxes and deductions) to each employee covered by this contract **paid upon ratification.**

Letter of Understanding #5

Between

Wellington Motors 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.

Letter of Understanding #6

Between

Wellington Motors 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.**

Letter of Understanding #7

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

Paid Domestic Abuse Leave

An employee who is eligible for domestic violence leave may take up to 10 days unpaid for the leave each calendar year. Any leave days not used by an employee cannot be carried over into a new calendar year.

Letter of Understanding #8

Between

Wellington Motors Guelph

And

Unifor and its Local 1917

Weekly Management/Union Meeting

A weekly management/Union meeting will be held off the service floor with union committee and manager using non-productive paid time for both Collision and Service, Parts to report any concerns into Service Union Committee.