

COLLECTIVE AGREEMENT

BETWEEN

FORT MOTORS LTD.

AND

STEELWORKERS, LOCAL 1-2017

February 16<sup>th</sup>, 2021 to February 15<sup>th</sup>, 2022



## Contents

ARTICLE I - BARGAINING AGENCY.....	4
Section 1 - Recognition.....	4
ARTICLE II - DEFINITION.....	5
ARTICLE III - MANAGEMENT.....	5
ARTICLE IV - UNION SECURITY .....	5
Section 1 - Policy.....	5
Section 2 - Union Membership.....	5
Section 3 - Maintenance of Union Membership .....	5
Section 4 - Refusal to Pay Dues and Assessments .....	5
Section 5 - Penalties.....	5
Section 6 - Check-Off.....	6
Section 7 - Dues Remittance .....	6
Section 8 - Social Insurance Numbers .....	6
ARTICLE V - UNION ACTIVITIES.....	6
Section 1 - Shop Stewards .....	6
Section 2 - Union Representatives.....	6
Section 3 - Union Bulletin Board .....	7
Section 4 - Discipline .....	7
ARTICLE VI - PAYDAYS.....	7
ARTICLE VII - HOURS OF WORK AND OVERTIME.....	7
Section 1- Regular Hours of Work.....	7
Section 2- ETO (Earned time off) .....	7
Section 3- Definition of Week .....	7
Section 4 - No Guarantee .....	8
Section 5 - Part Time.....	8
Section 6 - Overtime .....	8
Section 7 - No Pyramiding .....	8
Section 8 - Minimum Pay.....	8
Section 9 - Callback.....	8
ARTICLE VIII - SENIORITY .....	8
Section 1 - Probationary Period.....	8
Section 2 - Regular Status .....	9
Section 3 - Layoff and Recall.....	9
Section 4 - Classification Seniority .....	9

Section 5 - Recall Procedures .....	9
Section 6 - Retention of Seniority .....	9
Section 8 - Seniority Rights Upon Promotion Out of the Bargaining Unit.....	10
ARTICLE IX - LEAVE OF ABSENCE.....	10
Section 1 - Personal Leave of Absence.....	10
Section 2 - Illness or Injury .....	10
Section 3 - Union Leave .....	10
Section 4 - Bereavement Leave .....	11
ARTICLE X - VACATIONS WITH PAY .....	11
Section 1 - Entitlement.....	11
Section 2 - Vacations scheduling.....	12
Section 3 - Vacation Must be Taken .....	12
Section 4 - Calculations .....	12
ARTICLE XI - STATUTORY HOLIDAYS.....	12
Section 1 - Holidays.....	12
Section 2 - Qualifying for Statutory Holiday Pay.....	12
Section 3 - Pay for Work on a Statutory Holiday.....	13
ARTICLE XII - GRIEVANCE COMMITTEE .....	13
ARTICLE XIII - GRIEVANCE PROCEDURE .....	13
Section 1- Grievance .....	13
Section 2 - Grievance Procedure.....	13
Section 3 - Time Limits.....	14
ARTICLE XIV - ARBITRATION PROCEDURE.....	14
ARTICLE XV - GENERAL PROVISIONS.....	15
Section 1 - No Strike or Lockout .....	15
Section 2 - Protective Clothing.....	15
Section 3 - Washing and Lunch Facilities .....	15
Section 4 - No Competition .....	15
Section 5 - First Aid Attendant .....	15
Section 6 - Instruction Courses.....	15
Section 7 - Tool Insurance .....	16
Section 8 - Tool/Boot Allowance.....	16
Section 9 - Coroner's Inquests.....	16
ARTICLE XVI - MEDICAL COVERAGE AND GROUP INSURANCE.....	16
Section 1 - Coverage.....	16
Section 2 - Premiums .....	17
Section 3 - Insurance Policy .....	17



Section 4 - Employee Responsibility .....	17
Section 5 - Union's Copy .....	17
Section 6 - Group Registered Retirement Saving Plan (RRSP).....	17
Section 7 - Northern Resident Travel Benefit Plan .....	18
ARTICLE XVII - APPRENTICESHIP PROGRAM.....	18
Section 1 - Apprentices.....	18
Section 2 - Wage Schedule for Apprentices .....	18
Section 3 - Dismissal of Apprentices.....	18
Section 4 - Allowance for Tuition and/or Books .....	18
ARTICLE XVIII - NOTICE OF ABSENCE .....	19
Section 1 - Regular Attendance .....	19
Section 2 - Return to Work .....	19
Section 3 - Independent Medical Examination .....	19
ARTICLE XIX - DURATION OF AGREEMENT .....	19
Section 1 - Term .....	19
LRCBC - Section 2 to Section 50 Excluded .....	19
APPENDIX "A" .....	21
Section 1 - Flat Rate .....	21
Section 2 - Breaks .....	22
Section 3 - Time Tickets .....	22
Section 4 - Flat Rate System and Overtime .....	22
Section 5 - Standby .....	22
Section 6 - Shop Maintenance Rate.....	22
Section 7 - R.V. Work.....	22
LETTER OF UNDERSTANDING .....	23
EQUITABLE DISTRIBUTION OF OVERTIME .....	23

# COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this       day of       .

**BETWEEN:**

FORT MOTORS LTD.  
11104 Alaska Road North  
FORT ST. JOHN, B.C.  
(hereinafter referred to as the "Company")

**AND:**

UNITED STEELWORKERS, LOCAL 1-2017  
Affiliated with C.L.C.  
(hereinafter referred to as the "Union")

1. WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Company, and to set forth herein the basic Agreement between the Parties hereto, AND
2. WHEREAS the Company accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the employees, AND
3. WHEREAS the Union accepts responsibility to observe each and all provisions and conditions of this Agreement, and to promote orderly and peaceful relations with the Company,

NOW THEREFORE the parties hereto mutually agree as follows:

## ARTICLE I - BARGAINING AGENCY

### Section 1 - Recognition

The Company recognizes Steelworkers, Local 1-2017 as the sole collective bargaining agency for its employees at 11104 Alaska Road North, Fort St. John, as set out in the certification, dated November 30, 1994 issued by the Labour Relations Board of British Columbia.

## **ARTICLE II - DEFINITION**

The term "employee" as used in and for the purpose of this Agreement shall mean technicians, apprentices and any person who performs maintenance or repair work on a vehicle in the shop.

## **ARTICLE III - MANAGEMENT**

The Union recognizes the exclusive right of the Company to operate and manage its business in all respects. This shall include the right to select its employees and promote them, discipline or discharge them for proper cause. The Company also reserves the right to supplement and alter, from time to time, rules and regulations to be observed by the employees; said regulations and rules not being inconsistent with the provisions of this Agreement. The Union recognizes and agrees that except as specifically delegated or modified by this Agreement, all of the rights that the Company had prior to the signing of this Agreement are retained solely by the Company.

## **ARTICLE IV - UNION SECURITY**

### **Section 1 - Policy**

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in the Agreement, and to this end will present to new employees, and to all Supervisors and Foremen, The Policy herein expressed.

### **Section 2 - Union Membership**

All employees who enter the employment of the Company on or after February 16, 1995 shall, within thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

### **Section 3 - Maintenance of Union Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement.

### **Section 4 - Refusal to Pay Dues and Assessments**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his membership.

### **Section 5 - Penalties**

- a) No employee shall be subject to any penalties against his application for membership or



reinstatement, except as may be provided for in the U.S.W. Canada, National Constitution, as revised 1992, and in accordance with the By-Laws of Local 1-2017, which the Local Union certifies as being correct as of June 2017.

- b) Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

#### **Section 6 - Check-Off**

The Company shall require all new employees, at the time of hiring, to execute an assignment of wages in duplicate, the forms to be supplied by the Union. All check-off forms are to be forwarded to the Local Union within fifteen (15) days of hiring. This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

#### **Section 7 - Dues Remittance**

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein, no later than the fifteenth (15th) day of the month following the month in which the deduction was made from the employee, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

#### **Section 8 - Social Insurance Numbers**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

### **ARTICLE V - UNION ACTIVITIES**

#### **Section 1 - Shop Stewards**

The shop stewards shall be members of the Grievance Committee. They shall be recognized and shall not be discriminated against. They shall be selected in the customary manner of the Union, through election by the members of the bargaining unit.

#### **Section 2 - Union Representatives**

Union representatives shall only have access to the Company's premises where they have obtained permission from management prior to attending at the Company's premises. Such permission shall not be unreasonably withheld. On most occasions, such access will take place during the lunch period.

### **Section 3 - Union Bulletin Board**

The Company agrees to provide adequate space in a permanent location, for a bulletin board, for the sole purpose of posting notices pertaining to Union business.

### **Section 4 - Discipline**

All discipline shall be administered in the presence of a shop steward. The Employee may request to have the Shop Steward leave the meeting. Any disciplinary entries into an employee's personnel file are to be initialed by the Employee, with the Company to provide a copy for that employee.

## **ARTICLE VI - PAYDAYS**

The Company shall provide for paydays every two weeks. Cut-off date for payroll purposes shall be the Saturday prior to the paydays. Employees shall receive an itemized statement of hours worked indicating overtime hours, earnings and deductions.

The Company will continue the current practice of paying employees for hours worked, tracking negative hours and making adjustments as required. The Company commits to establishing a joint committee to explore alternative methods of compensating technicians that are mutually beneficial.

The Company will provide direct deposit for payroll as an option for employees.

## **ARTICLE VII - HOURS OF WORK AND OVERTIME**

### **Section 1- Regular Hours of Work**

- a) The regular hours of work shall be eight (8) hours in a day, exclusive of meal breaks, with a forty (40) hour work week, Monday through Saturday inclusive, with employees having two (2) consecutive days off each week, one being Sunday.
- b) An employee shall be paid a premium of thirty-five cents (35¢) per hour for all hours worked between the hours of 6:00 pm and 7:00 am.

### **Section 2- ETO (Earned time off)**

Employees will have the ability to earn time off, based on 8.5 hour days up to 10 days per year. Program to begin March 30, 2009.

### **Section 3- Definition of Week**

For purposes of this Agreement, a "week" shall commence midnight on Saturday and end midnight on the following Saturday.



#### **Section 4 - No Guarantee**

The hours of work clause are not to be construed as a guarantee of hours.

#### **Section 5 - Part Time**

The parties recognize the Company's right to establish part-time work schedules.

#### **Section 6 - Overtime**

The Company shall pay an employee:

- a) One and one-half times his or her regular rate for all hours worked in excess of:
  - i) eight (8) in a day; and
  - ii) forty (40) in a week, but excluding from the calculation hours of work in excess of eight (8) in a day, and
- b) Double his or her regular base rate for all hours worked in excess of:
  - i) eleven (11) in a day; and
  - ii) forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight in a day.

#### **Section 7 - No Pyramiding**

When two or more types of overtime apply to the same hour of work, only the higher rate shall be paid.

#### **Section 8 - Minimum Pay**

Any employee called to work, whether or not he actually starts work, shall receive four (4) hours pay at his regular rate, unless his work is suspended because of inclement weather, or other reasons beyond the control of the Company.

#### **Section 9 - Callback**

In the event of an employee being called back to work after completion of a shift, he shall be guaranteed a minimum of two (2) hours pay at the overtime rate.

### **ARTICLE VIII - SENIORITY**

#### **Section 1 - Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it shall be agreed that all employees are hired on probation to continue for sixty (60) days worked, during which time no seniority rights shall be recognized. It is understood that during the probationary period an

employee may be discharged if, in the opinion of the Company, he or she is unsuitable for regular employment.

### **Section 2 - Regular Status**

Upon successful completion of the probationary period, an employee shall be entitled to seniority dating from the employee's first day of work.

### **Section 3 - Layoff and Recall**

When employees are to be laid off or recalled, the Company shall consider the seniority, skills and ability of the Employees in the classification.

### **Section 4 - Classification Seniority**

Seniority shall be applied by classification for lay-off and recall purposes. When an apprentice successfully completes the apprenticeship, his/her classification seniority as a technician shall date from his/her first day of work as an apprentice.

### **Section 5 - Recall Procedures**

When re-employing after a layoff, the employee shall be notified at least forty-eight (48) hours in advance of the time he or she is required to report for work. It shall be the employee's responsibility to keep the Company informed of his or her address and telephone number during the period of layoff. It is agreed that all employees shall, upon returning to employment in accordance with this section, retain all seniority rights.

### **Section 6 - Retention of Seniority**

It is agreed between the parties that seniority during layoffs shall be retained on the following basis:

- a) Employees with less than one year of service will retain their seniority for a period of twelve months; and
- b) Employees with one or more years of service shall retain their seniority for a period of eighteen months.

### **Section 7 - Seniority List**

It is agreed that, upon request of the Union, a list will be supplied by the Company, setting out the names and starting dates with the Company of each regular employee. However, such request shall not be granted more than twice during each year of the term of this Agreement.

## **Section 8 - Seniority Rights Upon Promotion Out of the Bargaining Unit**

It is agreed that when an employee has been transferred by the Company to a supervisory or staff position, he will continue to accumulate seniority for a period of ninety (90) days. At any time during this ninety (90) day period, the individual shall have the right to return to the bargaining unit in the job that he would have held if he had not left the bargaining unit. (In special cases, this ninety (90) day period may be extended for up to a further ninety (90) days by mutual agreement between the Company and the Shop Committee.) At the expiration of the period mentioned above, his seniority will be frozen. Thus, if at a later date he ceases to be a supervisor or staff worker, and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided, however, that any employee so reinstated must return to the job held at the time of his promotion to the supervisory or staff position.

## **ARTICLE IX - LEAVE OF ABSENCE**

### **Section 1 - Personal Leave of Absence**

Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Clause may apply in writing, stating the reason for the leave, which the Company may grant in its sole discretion. Where any employee is granted a leave of absence under this Section for a period of longer than thirty (30) calendar days, the Company agrees to notify the Job Steward and the Union as to the circumstances for the granting of such leave.

### **Section 2 - Illness or Injury**

The Company will grant leave of absence to employees suffering injury or illness, which disables them from performing any useful work for the Company. The Company reserves the right to require verification from a qualified medical practitioner of the illness or injury, the degree to which the illness or injury disables the employee from performing useful work and the expected duration of the absence. The provisions of this section do not preclude the Company from dismissing an employee who is absent because of illness or injury in cases of non-culpable absenteeism.

### **Section 3 - Union Leave**

- a) The Company shall grant leave of absence to employees who are appointed or elected as representatives to attend Union meetings and Union conventions, or member of the negotiating committee representing this bargaining unit, in order that they may carry out their duties on behalf of the Union. The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew or will impair production, or inhibit the normal functioning of the business. In such cases, the Union will cooperate with the Company in selecting alternate delegates to attend Union functions. It is agreed that before the employee receives this leave of absence, the



Company will be given due notice in writing by the Union.

#### **Section 4 - Bereavement Leave**

- a) A member of an employee's or his/her spouse's immediate family are defined as the employee's or his/her spouse's mother, father, brothers, sisters, sons, daughters, step-parents, grandparents, grandchildren and step-children.
- b) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- c) When death occurs to a member of a regular full-time employee's family or their spouse's immediate family, the employee will be granted an appropriate leave of absence for which he or she shall be compensated at his or her regular straight time hourly rate of pay, for hours lost from his or her regular work schedule for a maximum of three (3) days.

### **ARTICLE X - VACATIONS WITH PAY**

#### **Section 1 - Entitlement**

- (a) Employees with one (1) or more years of continuous service shall receive two (2) weeks vacation and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee during the working year.
- (b) Employees with four (4) or more years of continuous service with the Company shall receive three (3) weeks vacation and the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee during the working year.
- (c) Employees with ten (10) or more years of continuous service with the Company shall receive four (4) weeks vacation and the pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the working year.
- (d) Employees with fifteen (15) or more years of continuous service with the Company shall receive five (5) weeks vacation and the pay therefore shall be based upon ten percent (10%) of the total wages or salary earned by the employee during the working year.
- (e) Effective February 15, 2009 - Employees with twenty (20) or more years of continuous service with the Company shall receive six (6) weeks vacation and the pay therefore shall be based upon twelve percent (12%) of the total wages or salary earned by the employee during the working year.

## **Section 2 - Vacations scheduling**

The Company shall schedule earned vacations subject to the following restrictions:

- (a) Selection of vacation time shall be strictly according to seniority;
- (b) Only one employee per skill category (i.e. diesel engines, automatic transmission, drivability or EEC certification and general) may be away from the job during any given week;
- (c) Altogether, only two employees may be away from the job during any given week; and
- (d) Exceptions to (b) and (c) above may be permitted upon mutual agreement.

## **Section 3 - Vacation Must be Taken**

The Parties recognize that an annual vacation is important for the health and well-being of the employees. Consequently, a vacation must be taken in the year following the year in which it is earned, except in special circumstances and with the agreement of the Company.

## **Section 4 - Calculations**

Vacation pay is to be calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an annual vacation (including vacation pay received that year; as per the Employment Standards Act, Part Four) and will be paid in the week preceding the employee's scheduled vacation.

# **ARTICLE XI - STATUTORY HOLIDAYS**

## **Section 1 - Holidays**

The following shall be recognized as paid statutory holidays under this agreement:

New Year's Day	Family Day	British Columbia Day
Good Friday	Christmas Day	Victoria Day
Boxing Day	Labour Day	Thanksgiving Day
Remembrance Day	Canada Day	

## **Section 2 - Qualifying for Statutory Holiday Pay**

- a) To qualify for Statutory Holiday, pay an employee must have been on the Company

payroll for the thirty (30) calendar days immediately preceding the Statutory Holiday, and must have worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday, unless his absence is due to a compensable occupational injury or illness, or the employee is on authorized leave of absence.

- b) In the case of illness or injury, the Company shall have the right to request a certificate from a qualified medical practitioner.
- c) Notwithstanding any of the foregoing provisions, the employee must have worked fifteen (15) days in the thirty (30) calendar days immediately preceding the statutory holiday. Vacation shall be included as days worked.

### **Section 3 - Pay for Work on a Statutory Holiday**

Should an employee be required to work on any of the above paid Statutory Holidays, he shall receive double time for the hours worked, in addition to his regular pay.

## **ARTICLE XII - GRIEVANCE COMMITTEE**

A Grievance Committee, consisting of two employees, shall be elected by the Union members employed in the operation covered by this Agreement. Members of the Grievance Committee shall have completed their probationary period with the Company.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

### **Section 1- Grievance**

The Company and the Union recognize that grievances may arise concerning differences between the parties in regard to the interpretation, application, operation or alleged violation of the provisions of this Agreement. If such grievance arises, it shall be resolved without stoppage of work in accordance with the procedure set out in Section 2.

### **Section 2 - Grievance Procedure**

- Step 1:** The individual involved, with or without the Job Steward, shall first take up the matter with the Foreman directly in charge of the work within fourteen (14) days from the occurrence of the event, or events, giving rise to the grievance or from the time when the employee has knowledge, or may be reasonably presumed to have knowledge, of such event or events.
- Step 2:** If a satisfactory settlement is not then reached, both parties shall reduce it to writing, when the same employee and the Committee shall take up the Grievance with the Manager. If desired, the Union Business Agent shall accompany the Committee.



**Step 3:** If the grievance is not then satisfactorily solved, it shall be referred to the Local Union and Management.

**Step 4:** If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as hereinafter provided.

### **Section 3 - Time Limits**

If a grievance has not advanced to the next stage under Steps 2, 3 or 4, within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. The fourteen (14) day limit may be extended by mutual consent of both parties.

### **ARTICLE XIV - ARBITRATION PROCEDURE**

In the event of any grievance arising out of the interpretations, application, operation of, or any alleged violation of this Agreement, between the Employer and the Union, relative to this Agreement, which the Parties hereto are unable to settle between themselves, shall be determined by arbitration in the following manner:

- a) The Employer and the Union agree to appoint a mutually acceptable single arbitrator within thirty (30) working days of the last step of the grievance procedure.
- b) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- c) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue and to prepare in written form a statement of facts, which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the single Arbitrator.
- d) The parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia [RSBC (1996) C. 244]
- e) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the single Arbitrator.
- f) Any arbitration to be held hereunder shall be held in the City of Fort St. John, or at such other place as may be agreed to by the Parties.

## **ARTICLE XV - GENERAL PROVISIONS**

### **Section 1 - No Strike or Lockout**

During the life of this Agreement, there shall be no strikes or lockouts by the Parties to this Agreement.

### **Section 2 - Protective Clothing**

- a) Protective clothing shall be supplied, by the Company, to all employees whose duties entail work injurious to their clothing, such as steam cleaning. Employees shall be expected to take reasonable care of equipment and clothing supplied.
- b) Where overalls, uniforms, or coveralls are required by the Company, they shall be supplied by the Company. The present practice in regard to coveralls will remain in effect for the term of this Agreement, with the Company supplying and cleaning all coveralls at no expense to the employee.

### **Section 3 - Washing and Lunch Facilities**

The Company agrees to provide, wherever possible:

- a) Proper washing facilities, including hot and cold water, hand cleaner, towels and washbasins;
- b) A lunch space of sufficient size to accommodate staff.

### **Section 4 - No Competition**

No employee shall undertake work outside the Company premises that could be construed in any way as competitive to the Company.

### **Section 5 - First Aid Attendant**

If an employee, in addition to his or her regular work, is the holder of an Industrial First Aid Certificate, and is designated to act as First Aid Attendant, he or she shall receive ten dollars (\$10.00) per week in addition to his or her regular pay.

### **Section 6 - Instruction Courses**

The Union agrees to instruct technicians to attend courses. Such instruction courses are to be supplied by management, and management agrees to give sufficient advance notice to technicians regarding dates on which such courses are to be conducted.

### **Section 7 - Tool Insurance**

The Company will provide \$30,000.00 of tool insurance for each employee. Employees may purchase additional insurance coverage. The current cost is \$75.00 per year, for each additional \$10,000.00 of coverage.

### **Section 8 - Tool/Boot Allowance**

After one (1) year of employment, each employee will be reimbursed up to nine hundred and fifty dollars (\$950) for the purchase /repair of tools, or for the purchase of approved safety boots for work, during each contract year of the Collective Agreement, upon the presentation of a receipt or a photocopy of that receipt.

### **Section 9 - Coroner's Inquests**

Employees, who are subpoenaed to attend Coroner's inquests as a direct result of their employment with the Company, will be paid at their regular straight time rate for all hours spent at such proceedings.

## **ARTICLE XVI - MEDICAL COVERAGE AND GROUP INSURANCE**

### **Section 1 - Coverage**

Employees in the bargaining unit must participate in the Company's following Group Insurance Plans, including:

- (a) Weekly Income Insurance; and
- (b) Long Term Disability Plan.

Employees in the bargaining unit may elect to not participate in the Company's following Group Insurance Plans, provided they are covered under another plan:

- (a) Medical Services Plan of British Columbia;
- (b) Extended Health Plan;
- (c) Dental Plan; and
- (d) Life and Accidental Death and Dismemberment Plan.
- (e) Employee family wellness program (EAP)



## **Section 2 - Premiums**

Premiums for the Plans shall be paid 50% by the Company and 50% by the employee.

## **Section 3 - Insurance Policy**

The eligibility requirements and payment of benefits under the Group Insurance Plans are governed by the Contracts of Insurance, which do not form a part of this Agreement. The Union acknowledges that the Company's liability with respect to this Article is limited solely to making the Group Insurance Plans available and to making the payment of the Company's share of the premiums.

## **Section 4 - Employee Responsibility**

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all Group Insurance Plans, and that neither the Union, nor the Company, has any direct responsibility for ensuring that all requirements for eligibility, coverage, or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement.

## **Section 5 - Union's Copy**

The Union will be provided with copies of the Plans' documents as well as any modifications or changes to the Plans, which may be made from time to time.

## **Section 6 - Group Registered Retirement Saving Plan (RRSP)**

Bargaining unit employees will be eligible to participate in a group RRSP plan under the following conditions:

- a) Participation shall be voluntary but once an employee decides to participate, the employee may not cancel their participation as long as they are employed by the Company.
- b) Employees hired after February 16, 2004 will be eligible to participate in the RRSP plan after three (3) months of continuous employment.
- c) The participating employee will contribute a minimum of two percent (2%) of their gross annual earnings to the RRSP plan.
- d) The employer will match fifty percent (50%) of the participating employee's contribution to the RRSP plan to a maximum of one thousand dollars (\$1000.00) for the contribution year 2007 and to a maximum of twelve hundred dollars (\$1200.00) for the contribution year 2008.
- e) The cost of administering the Plan shall be borne by the Company

## **Section 7 - Northern Resident Travel Benefit Plan**

The Company will agree to implement this plan to the maximum amounts permissible in accordance to the guidelines established by Canada Customs and Revenue Agency.

## **ARTICLE XVII - APPRENTICESHIP PROGRAM**

### **Section 1 - Apprentices**

It is agreed that apprentices may be indentured under the provisions of the Apprenticeship Act of the Province of British Columbia.

### **Section 2 - Wage Schedule for Apprentices**

The following are the agreed upon wage and time schedules for apprentices:

- a) First six months - 50% of technician's rate;
- b) Second six months - 55% of technician's rate;
- c) Third six months - 60% of technician's rate;
- d) Fourth six months - 65% of technician's rate;
- e) Fifth six months - 70% of technician's rate;
- f) Sixth six months - 75% of technician's rate;
- g) Seventh six months - 80% of technician's rate;
- h) Eighth six months - 90% of technician's rate;

Apprentices % is adjusted by their % of Base rate. (% divided by % of Base Rate)

Apprentices will be capped at \$250/month

Apprentices will have unauthorized unapplied time deducted from Flat hours.

### **Section 3 - Dismissal of Apprentices**

An apprentice may be removed from the apprenticeship program and his/her employment may be terminated if, in the opinion of the Company, the apprentice is unable to make satisfactory progress in the program.

### **Section 4 - Allowance for Tuition and/or Books**

The Employer will contribute up to \$1200.00 per year to an apprentice, to cover the cost of tuition and/or books.

## **ARTICLE XVIII - NOTICE OF ABSENCE**

### **Section 1 - Regular Attendance**

Employees are required to attend work regularly. When unable to attend, the employee must contact his or her supervisor as far in advance as possible of his or her scheduled starting time, giving the reason he or she is unable to attend work, the date of his or her expected return, and the details as to where he or she can be contacted during his or her absence.

### **Section 2 - Return to Work**

Where an employee is returning to work from an absence due to illness or injury, the Company may require verification from the employee's physician that the Employee is fit to return to work, including the extent and duration of any limitations on the Employee's ability to perform his or her normal job safely.

### **Section 3 - Independent Medical Examination**

Following consultation with the Union, if the Company does not accept a medical certificate produced by an employee and requires said employee to undergo an examination by a medical practitioner named by the Company, the Company will pay for the cost of this required examination and the employee shall not suffer a loss of pay for such examination. The employee will be referred to a professional rehabilitation and occupation health clinic. It is understood that the information provided by the medical practitioner will be limited to the employee's prognosis and restrictions.

## **ARTICLE XIX - DURATION OF AGREEMENT**

### **Section 1 - Term**

The Parties hereto mutually agree that this Agreement shall be effective from and after February 16, 2021 to February 15, 2022; and thereafter, from year to year, unless four (4) months' written notice of contrary intention is given by the parties. The notice required hereunder shall be validly and sufficiently served at the office of the Company or at the Local office of the Union in Prince George, at least four months prior to the expiry of any yearly period. If no Agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time that a subsequent Agreement is reached, or until negotiations are discontinued by either party.

### **LRCBC - Section 2 to Section 50 Excluded**

The parties hereto agree that the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is excluded from this Agreement.



OTHER ISSUES:

Access to shop after hours:

- The Employer will look into a system in which employees can have access to the shop premises after hours. Possibly have a point person on each team to be the key holder.
- Management will determine rules around this process.

The Company agrees to implement an alternate shift, details to be worked out.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

FOR:

FORT MOTORS LTD

\_\_\_\_\_  
\_\_\_\_\_

FOR:

UNITED STEELWORKERS, LOCAL 1-2017

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX "A"

### Classifications:

Technician (Base Rate) \$41.00

Effective February 16<sup>th</sup>, 2018 Technicians will also be entitled to an additional \$.50 per hour for each specialty obtained to a maximum of six (6) specialties.

Plus \$2 for 51 and 52

Plus \$2 for 31 and 32

Plus \$2 for 37

To a maximum \$6.00 specialty

All technicians must be capable of usually completing jobs within reasonable allowed times and must complete work in a thorough and competent manner.

### Tech Bonus Calculation

From	To	Paid/Flat Hour
101%	<105%	\$1.40
106%	<110%	\$1.90
111%	<115%	\$2.15
116%	<120%	\$2.40
121%	<125%	\$2.90

### Section 1 - Flat Rate

- (a) Technicians shall be paid according to the hours required to complete each job, as stipulated in the "Motor Labour Guide Manual, Professional Service Trade Edition", and not according to the actual time clocked on the job.
- (b) This clause shall cover all repairs and govern the pay earned on all repairs, except;
  - (i) Manufacturer warrantable repairs, which shall be paid in accordance with time stipulated by the "Ford Service Labour Time Standards" manual;
  - (ii) Repairs on new car models not covered by the "Motor Labour Guide Manual, Professional Service Trade Edition", which shall be paid in accordance with times stipulated by the "Ford Service Labour Time Standards" manual;
  - (iii) Certain operations, not covered under the "Motor Labour Guide Manual, Professional Service Trade Edition" or the "Ford Service Labour Time Standards" manual, shall be paid on a straight time basis;
  - (iv) Job preparation time above and beyond that already allowed for in the stipulated flat rate shall be paid on a straight time basis when authorized, in advance, by management.

## **Section 2 - Breaks**

All employees will be provided two (2) ten-minute breaks, one (1) within each half shift at a time designated by the Company, which shall not be later than one (1) hour before the end of each half shift.

## **Section 3 - Time Tickets**

- (a) Technicians' time tickets are to be calculated on a daily basis.
- (b) All completed jobs on such time tickets are to be flat rated on the tickets.
- (c) Jobs not completed within a workday are to be calculated at actual time, and upon completion of the job, an adjustment will be made pertaining to the flat rate time for the job versus the actual time. In those instances, where the flat rate exceeds the actual time, an addition will be made to the time ticket, and in those instances where flat rate is less than the actual time, a deduction will be made to the time ticket.

## **Section 4 - Flat Rate System and Overtime**

The flat rate system will not generate overtime provisions unless more than eight (8) hours have been worked.

## **Section 5 - Standby**

When no mechanical work is available and employees are requested to remain at the work site on standby, they will be paid a standby rate. The standby rate shall be equal to fifty percent (50%) of their regular rate. Management must specifically request an employee remain on standby. Standby time not initialed by management will not be paid.

## **Section 6 - Shop Maintenance Rate**

When no mechanical work is available and employees are specifically requested by management to perform maintenance or other non-trade work, they will be paid a shop maintenance rate. The shop maintenance rate shall be equal to seventy-five percent (75%) of their regular rate. Management must specifically request an employee to perform maintenance or other non-trade work, and regular stall cleanup before and after a job are not to be considered shop maintenance. To accomplish this, all non-trade time to be paid at the shop maintenance rate must be initialed on the time ticket by management.

## **Section 7 - R.V. Work**

Company will have flexibility to contract out major repairs. R.V. work should be minimal- PDI, minor mechanical work, and no gas work without a ticket.



# LETTER OF UNDERSTANDING

BETWEEN

FORT MOTORS LTD.

AND

STEELWORKERS, LOCAL 1-2017

||

## EQUITABLE DISTRIBUTION OF OVERTIME

### PREAMBLE:

The purpose of this agreement is to provide employees who wish to work overtime with the equitable distribution of overtime opportunities. To this end, the parties agree to implement the following overtime distribution policy to become effective the date of ratification.

1. Overtime opportunities will be offered in the following manner:
  - (a) Employees who wish to work overtime hours will indicate on the appropriate forms posted.
  - (b) This Senior employee who has indicated that they wish to work overtime and has the necessary qualifications, skills and ability to perform the work in question will be offered the available overtime first.
  - (c) The equitable distribution will be reviewed on a monthly basis.
2. This Letter of Understanding will form part of the current Collective Agreement.
3. This Letter if Understanding may be cancelled thirty (30) days after receipt of written notice from either party to this Collective Agreement.

Dated this     day of     in the City of Fort St. John, B.C.

FORT MOTORS LTD.

STEELWORKERS, LOCAL 1-2017

---

---

---

---