

COLLECTIVE AGREEMENT

BETWEEN

NLFD AUTO LTD.

AND

STEELWORKERS, LOCAL 1-2017



July 1st, 2021 to June 30th, 2025

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2022.

BETWEEN:

NFLD AUTO LTD.
1331 Central Street, Prince George, BC

(hereinafter referred to as the "Company")
PARTY OF THE FIRST PART.

AND:

STEELWORKERS, LOCAL 1-2017
1777 Third Avenue, Prince George, BC

(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART.

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, AND
4. WHEREAS the male pronoun is used in the Agreement it shall be deemed to apply equally to both genders (male and female), AND
5. WHEREAS a singular reference is used in the Agreement it shall be deemed to include the equivalent plural reference or vice versa,

NOW THEREFORE the parties hereto mutually agree as follows:

ARTICLE I - BARGAINING AGENCY

Section 1:

The Company agrees to recognize and bargain with the duly elected bargaining representative on behalf of its employees properly and duly certified under the appropriate regulations in effect from time to time.

Section 2:

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this new Collective Agreement. The Party of the First Part agrees that the only certification they will recognize during the term of this new Agreement is that of the Party of the Second Part unless ordered by due process of law to recognize some other bargaining authority.

ARTICLE II - DEFINITION

The term "employee" as used and for the purpose of this Agreement shall include all persons employed by the Company on whose behalf STEELWORKERS, LOCAL 1-2017 has been certified as bargaining agent, except and excluding foreperson and others having authority to hire and fire, office workers, supervisory officials and salesperson.

ARTICLE III - MANAGEMENT

- a) The management of the operation and the direction and promotion of the employees are vested exclusively in the management, provided however that this will not be used for the purpose of discrimination against employees.
- b) The Company shall have the right to select its employees and to discipline them or discharge them for just cause.
- c) The Company also reserves the right to supplement and alter, from time to time, rules and regulations to be observed by the employees; and will not contravene with this agreement

ARTICLE IV - UNION SECURITY

Section 1:

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

Section 2:

All employees who entered the employment of the Company on or after the 1st day of August 1964, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3:

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:

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:

- a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Constitution, 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:

The Company shall require all new employees, at the time of hiring, to execute the following 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.



UNITED STEELWORKERS CHECK-OFF



DATE _____ YEAR _____

NAME OF
EMPLOYER _____

PLEASE PRINT

OPERATION _____

EMPLOYEE _____ BIRTHDATE (DD/MM/YYYY) _____

EMAIL _____ CELL _____ PHONE _____

MAILING ADDRESS _____ CITY _____ POSTAL CODE _____

SOCIAL
INSURANCE NO. _____ Are you a member of the United Steelworkers? _____

In what operation were you last employed? _____ Local Union _____

I hereby authorize and instruct you to deduct from my wages and remit to Local 1-2017 the following in payment of the amounts setout below:

1. Union Initiation Fees in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month
commencing _____ Year _____
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

I hereby request and accept membership in the United Steelworkers, Local No. 1-2017, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid. This information is held in the strictest confidence in accordance with the confidentiality policies of the Local Union.

SIGNATURE OF APPLICANT _____

EMPLOYEE NO. _____

Keep Original, Forward YELLOW copy to Local Union

Section 7:

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.

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.

ARTICLE V - WAGES

The Parties hereby agree that the wages of all hourly rated employees covered by the Agreement shall be those stipulated in Article XX of this Agreement.

ARTICLE VI - PAY DAYS

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

- a) All hours of work on the sixth (6th) day will be at time and a half (1 ½), per job classification and seniority in the classification.
- b) The regular hours of work shall be eight (8) hours in a day between the hours of 7:00 a.m. and 6:00 p.m. with a forty (40) hour workweek, Monday to Saturday inclusive, subject to the following work schedule provisions:
 - i) for the three (3) most senior technicians who so choose, and the most senior qualified Partsperson who so chooses, and the most senior qualified service advisor (provided that there are more than three (3) service advisors employed) who so chooses, the work week shall include two (2) consecutive days off,
 - ii) for all employees hired on or after July 1, 1996:
- c) with respect to technicians for so long as they remain within the group of seven (7) technicians with the least seniority, and,
- d) with respect to employees in all other wage classifications for so long as they remain the employee with the least seniority in their wage classification, the regular workweek shall be five (5) days in each week, Monday through Saturday, with two (2) days off.
 - i) for all employees other than those referred to in i) and ii) above, the workweek shall vary in accordance with a schedule that, within each four (4) week period, provides for:
 - (1) two (2) of the four (4) weeks, two consecutive days off, one being Sunday.
 - (2) one (1) of the four (4) weeks, three consecutive days off, being Saturday, Sunday and Monday, and
 - (3) the remaining one (1) week of the four (4) weeks, a single day off, being Sunday.
- e) Any regularly scheduled shift which ends after 6:00 p.m. shall be considered a second shift for which all employees working this shift shall receive a shift premium of thirty five cents (\$.35) per hour. All employees working the second shift shall have a lunch period of at least thirty (30) minutes for which no pay will be allowed. Senior employees shall have

choice of shifts where more than one shift is worked.

- f) All hours worked in excess of the above shall be considered as overtime and paid for as follows:
 - i) Time and one half for the first two (2) hours overtime on regular weekdays, and all of Saturday is paid at time and a half.
- g) i) Management, Plant Committees and Local Unions shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained.
 - ii) Any variation(s) to Sections a), c) and d) above shall be implemented only upon completion of the following steps:
 - (1) Negotiated agreement between the Local Union and Local Management.
 - (2) Majority approval by the employees involved in the proposed variations.
- h) 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.
- i) In the event of an employee being called back to work after completion of a shift he shall be guaranteed a minimum of two hours pay at the overtime rate.

ARTICLE VIII - SENIORITY

Section 1:

Notwithstanding anything to the contrary contained in this Agreement, it shall be agreed that all employees are hired on probation to continue for one hundred and twenty (120) working days, during which time no seniority rights shall be recognized. Upon completion of one hundred twenty (120) working days, they shall be regarded as regular employees, and shall then be entitled to seniority as follows:

- i) technicians, mechanics and other certified trades dating from the day on which they entered the company's employ,
- ii) apprentices dating from the day on which they entered the company's employ, only with respect to other apprentices and upon completing their apprenticeship, to full seniority under i) above,
- iii) qualified Partsperson dating from the day on which they entered the company's employ,

- iv) Parts Improvers dating from the day on which they entered the company's employ, only with respect to other improvers and upon finishing the improver scale, to full seniority under iii) above,
- v) all other employees included in this agreement dating from the day on which they entered the company's employ, only with respect to other employees in the same job classification.

Section 2:

- a) Subject to the skill and ability required, the Company recognizes the principle of seniority.
- b) In the event of a reduction of the forces, the last person hired shall be the first released, subject to the provisions of paragraph (a) above.
- c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to apply his seniority to obtain a job; competency to be considered.
- d) It is agreed that when employees are to be re-hired after a lay-off, it shall be done on the basis of the last person released shall be the first person re-employed, subject to the provisions of paragraph (a) above.
- e) When re-employing after a lay-off employees shall be notified at least forty-eight (48) hours in advance of the time they are required to report for work.
- f) It shall be the employee's responsibility to keep the Company informed of his address during the period of layoff.
- g) It is agreed that all employees shall, upon returning to employment, in accordance with this Section, retain all seniority rights.

Section 3:

It is agreed between the Parties that seniority during lay-off shall be retained on the following basis:

- a) Employees with less than one (1) years' service will retain their seniority for a period of three (3) months.
- b) Employees with one (1) or more years of service but less than five (5) years' service will retain their seniority for a period of one (1) year.
- c) Employees with five (5) or more years' service shall retain their seniority for one (1) year plus one (1) additional month for each year's service, up to an additional six (6) months.

Section 4:

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 5:

It is agreed 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, Local Union 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 or her promotion to the supervisory or staff position.

ARTICLE IX - LEAVE OF ABSENCE

Section 1:

- a) Any employee desiring leave of absence for any reason other than those set out in Sections 2 and 3 of this Clause must obtain same in writing from the Company, a copy of such leave to be forwarded to the Local Union.
- b) 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 period of leave.

Section 2:

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the Employer.

Section 3:

- a) The Company shall grant leave of absence to employees who are appointed or elected to Union office for a period of up to and including one year. Further leave of absence may be granted by mutual consent. Any employee who obtains such leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.
- b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union Conventions, or members of any Union Negotiating Committee in order that they may carry out their duties on behalf of the Union.
- c) The Union will make every effort in requesting such leaves of absence to avoid requests that will unduly deplete the crew in any one department which will impair production or inhibit the normal functioning of the operation. In such cases, the Union will co-operate with the Company in making substitute employees available or select alternate delegates to attend Union functions.
- d) It is agreed that before the employee receives this leave of absence as set forth in clauses (a) and (b) above, the Company will be given due notice in writing by the Union in order to replace the employee with a competent substitute.

Section 4: Bereavement Leave

- a) When death occurs to a member of a regular full-time employees 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.
- b) Members of the employees or their spouses' immediate family are defined as the employee's or their spouse's mother, father, brothers, sisters, sons, daughters, stepparents, grandparents, grandchildren and stepchildren.
- c) 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.

Section 5: Jury Duty

- a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he would normally have worked, will be reimbursed by the Company for fifty percent (50%) of the difference between the

pay received for Jury Duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall be based on the employee's regular scheduled hours up to eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty, for the first thirty (30) days of such service. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.

- b) Hours paid for Jury Duty 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.

ARTICLE X - VACATIONS WITH PAY

- a) Employees with one (1) or more years 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 continuous service with the Company shall receive three (3) weeks' vacation, 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 eight (8) or more years' continuous service with the Company shall receive four (4) weeks' vacation and the pay therefore shall be based upon eight and one-half percent (8½%) of the total wages or salary earned by the employee during the working year.
- d) Employees with fifteen (15) or more years continuous service with the Company shall receive five (5) weeks' vacation and the pay therefore shall be based upon ten and one-half percent (10½%) of the total wages or salary earned by the employee during the working year.
- e) Employees with twenty (20) or more years continuous service with the Company shall receive six (6) weeks' vacation and the pay therefore shall be based upon twelve and one-half percent (12½%) of the total wages or salary earned by the employee during the working year.
- f) The scheduling of earned vacations shall be subject to the following restrictions:
 - i) selection of vacation times in accordance with 1) and 4) above shall be made by each employee as soon as possible at the beginning of each calendar year, and shall be completed by the last regularly scheduled work day in March. Thereafter vacation times may be selected by any employee on a first come, first served basis subject to 2) and 3) above, and with respect to seniority,
 - ii) only one technician from each specialty group may on vacation from the job during any given week,

- iii) altogether, only three (3) technicians may be away from the job during any given week,
- iv) the selection of actual times off under the provisions of this section shall be in cycles, with the first cycle being limited to an initial block of up to three (3) weeks, which may be consecutive and subsequent cycles being limited to blocks of one (1) week only, with each cycle being in strict accordance with 1) above and continuing through successive cycles until all entitlement is exhausted and all vacation time is scheduled,
- v) exceptions to 2) and 3) above may be permitted upon mutual agreement.
- vi) Up to two (2) bargaining unit Partsperson may be on vacation at the same time.
- g) All earned vacation must be taken in accordance with the Employment Standards Act.
- h) Holiday 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, as per the Employment Standards Act.
- i) The request may only be made after the employee has worked at least six (6) months of the current vacation year, and

ARTICLE XI – CONSECUTIVE DAYS OFF

The Company and the Union will establish a joint committee to review on a quarterly basis the issue of two (2) consecutive days off and work towards achieving a schedule that addresses the issue of two (2) consecutive days off.

The Company remains committed, whenever possible and wherever practical to schedule employees for two (2) consecutive days off, one being Sunday.

ARTICLE XII – LUNCH BREAKS

Lunch Breaks shall be a maximum of one (1) hour with no employee working more than five (5) consecutive hours without a meal break.

ARTICLE XIII - STATUTORY HOLIDAYS

- a) The following shall be recognized as paid Statutory Holidays, without being worked:
- | | | | |
|-----------------|------------|----------------------|------------------|
| New Year's Day | Family Day | Good Friday | Victoria Day |
| Canada Day | | British Columbia Day | Labour Day |
| Remembrance Day | | Christmas Day | Boxing Day |
| | | | Thanksgiving Day |
- b) 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.
- c) 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.
- d) In the event a Statutory Holiday occurs during an employees scheduled vacation time the vacation day will be replaced by the Statutory Holiday and the employee shall have the option of being paid out for the Statutory Holiday, rescheduling the holiday to a mutually agreed later date or adding the Statutory Holiday time to their banked hours.
- e) And any other day that may be stated a legal holiday by the Provincial Government.

ARTICLE XIV - GRIEVANCE COMMITTEE

A Grievance Committee shall be elected to consist of two to three employees 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 XV - GRIEVANCE PROCEDURE

Section 1:

In the event that a grievance should arise it shall be dealt with in the following manner:

- Step 1 The individual employee involved, with or without the Job Steward, shall first take up the matter with the Foreperson 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, it shall be reduced to writing by both

parties 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 the Management.

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

Section 2:

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 XVI - ARBITRATION PROCEDURE

In the event of any grievance arising out of the interpretation, 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 single arbitrator within thirty (30) working days of the last step of the grievance procedure.
- b) 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 that are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the single Arbitrator.
- c) 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 Chapter 244 (1996)]
- d) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the single Arbitrator.
- e) Any arbitration to be held hereunder shall be held in the City of Prince George, or at such other place as may be agreed to by the Parties.

ARTICLE XVII - GENERAL PROVISIONS

Section 1:

During the life of this Agreement there shall be no strikes or lockouts by the Parties to this Agreement in respect of any matter arising out of the Agreement for which arbitration is provided under the terms of this Agreement.

Section 2:

- a) Protective clothing shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. 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.
- c) The Company agrees to provide, wherever possible:
 - i) Proper washing facilities including hot and cold water, hand cleaner, towels and washbasins.
 - ii) Suitable lockers for the protection of the employees' clothing and personal belongings.
 - iii) A lunch space of sufficient size to accommodate staff.
 - iv) Adequate heat and ventilation in the garages.
- d) Employees required to report for outside of city limits and company premises (i.e. Training), which necessitates them being absent from their homes, shall be paid at their regular rate of pay for that day for all time spent travelling to and from the job, plus all training costs, reasonable transportation, hotel and meal expense. Travel time shall include time spent waiting for transportation.
- e) In addition, a premium of twenty-five (\$.25) cents per hour shall be paid over and above the regular rate for all time spent away from the Shop, with a minimum premium of fifty (\$.50) cents for any one call.
- f) No employee shall undertake work outside the Company premises that could be construed in any way as competitive to the Company.
- g) If an employee, in addition to their regular pay is the holder of a Level II Industrial First

Aid Certificate and is designated by the Company to act as first aid person, they shall receive a twenty (\$20.00) per week in premium in addition to their regular pay.

- h) The Company agrees to give each employee, at his termination, statement of his period of employment, together with, if such is the case, reasons for his dismissal.
- i) Employees who are subpoenaed to attend Coroner's inquests as a result of their employment with the Company will be paid at their regular straight time rate for all hours spent at such proceedings.
- j) Employees injured at work while performing their normal duties and unable to work the balance of their shift shall be paid their regular rate of pay for the balance of the shift.
- k) The Companies and the Local Union agree to negotiate a job posting programme for all non-trade categories.
- l) This Collective Agreement incorporates as contractual terms all of the provisions of parts 2, 3, 4, 5 and 7 of the Employment Standards Act, R.S.B.C. Chapter 113(1996).
- m) i) Where an employee is required by the Employer to attend training, the Employer shall be responsible for the cost of the training course plus all reasonable transportation, accommodation and meal costs.

ii) The employee shall be paid their regular straight time hourly rate of pay for the time attending such training to a maximum of their normal daily hours.

Section 3: Efficiencies

The Company and Employees shall establish an efficiency committee to make changes as required. The committee's mandate will be to improve and enhance efficiencies.

Section 4: Tools

- a) All employees' tools kept on the Company premises shall be insured against fire and burglary. Cost of such insurance will be borne by the Company.
- b) The Parties agree to co-operate in maintaining proper inventories of employees' tools kept on Company premises and to keep such inventories up to date to ensure that employees will be properly compensated for losses sustained because of burglary or fire.
- c) The Parties agree that specialized tools needed by tradesperson in the performance of their duties shall be supplied from the Company Tool Crib at no cost to the employees.

ARTICLE XVIII - MEDICAL COVERAGE AND GROUP INSURANCE

The Company will pay a maximum monthly amount as set forth below towards the cost of providing medical coverage, group insurance coverage and dental plan coverage.

Single	\$102.81
Married	\$173.63
Married w/child(ren)	\$180.80

Section 1: Medical

- a) The Company agrees to investigate and resolve the change in medical coverages. This will be attached to the contract via an amendment, prior to contract printing and only after approval of Union Members.
- b) The Company agrees to provide medical coverage for its employees by participating in the Medical Services Plan of British Columbia.
- c) The Company agrees to provide Extended Health Benefits including Hospitalization coverage, up to a maximum of seven dollars and fifty cents (\$7.50) per day, to its employees by participating in a plan entered into between the Company and an appropriate carrier.
- d) In the event of an employee being off sick, or on compensation and who has been on the plan for one (1) year, the Company agrees to pay the Company's share of the coverage to a maximum of thirty-two (32) weeks.
- e) A Vision Care Program be instituted to provide for payment up to a maximum of one hundred dollars (\$100.00) per person (employees and dependents) in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescriptions.
- f) In the event of a lay-off, the employer will, at the employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of lay-off and to provide the employee with the option of extending this coverage for a further nine (9) weeks with the employee paying the total premium.
- g) The extended health plan provided shall include a pay direct drug card.

Section 2: Group Insurance

The Company will provide a health and welfare insurance plan for its employees on the following basis:

- a) Effective July 1, 2005 Group Life Insurance for all employees under the age of 65 in the amount of \$50,000.
- b) Effective July 1, 2005 Accidental Death and Dismemberment in the amount of \$50,000.
- c) Weekly Indemnity shall be equal to the amount provided by the E.I. Act and Regulations but in the event of any reduction in E.I. benefits, the weekly indemnity shall not fall below the amount in effect at June 30, 1996, and shall be payable for thirty-two (32) weeks with coverage commencing the first day of absence from work resulting from injury and on the sixth (6th) day of absence from work resulting from illness.
- d) Long term disability will be provided on the basis of fifty percent (50%) of wages to a maximum wage of \$1,500. 00 per month to be paid disabled employees (subject to normally accepted insurance provision) until disability ceases or age sixty-five (65), whichever comes first.
- e) In the event of an employee being off sick or on compensation and who has been on the plan for one (1) year the Company agrees to pay the employer's share of the coverage to a maximum of thirty-two (32) weeks.
- f) In the event of a lay-off, the employer will, at the employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of lay-off and to provide the employee with the option of extending this coverage for a further nine (9) weeks with the employee paying the total premium.

Section 3: Dental Plan

Effective July 1st, 1980 a dental plan will be provided based on the following general principles:

- a) Basic dental services (Plan "A") - Plan pays one hundred per cent (100%) of approved schedule of fees.
- b) Prosthetics, crowns and bridges (Plan "B") - Plan pays fifty per cent (50%) of approved schedule of fees.
- c) Orthodontic (Plan 'C') - Plan pays fifty per cent (50%) of approved schedule of fees (Lifetime maximum - \$1,500.00). No waiting period. This provision shall be for dependents of employees only.
- d) Upon completion of sixty (60) working days, new employees shall be eligible to participate in the dental coverage.
- e) Participation in the Plan is to be a condition of employment.
- f) In the event of a lay-off, the employer will, at the employee's option, continue to pay the employer's share of the premium for a period of four (4) weeks from the date of lay-off

and to provide the employee with the option of extending this coverage for a further nine (9) weeks with the employee paying the total premium.

Section 4: Group Registered Retirement Savings Plan

- a) The Parties agree that the Company will establish a Group Registered Retirement Savings Plan.
- b) The Group RRSP will provide for voluntary contributions from the Employees on a payroll deduction basis.
- c) The costs of establishing and administering the Group RRSP shall be borne by the Company.

ARTICLE XIX - UNION ACTIVITIES

Section 1: Shop Stewards

- a) Shop Stewards shall be recognized and shall not be discriminated against.
- b) Shop Stewards shall be selected in the customary manner of Steelworkers, Local 1-2017; that is, they shall be elected by the members on the job, such election to be satisfied by the Executive of the Local.

Section 2:

- a) The Union representatives shall be allowed access to the Company's premises during the lunch period.
- b) When it is desirable or necessary to enter the Company's premises at any other time than lunch period, with the exception of posting Union notices, permission shall first be obtained from Management.

Section 3:

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

Section 4:

Any disciplinary entries into an employee's personnel file are to be initialled by that employee, with the Company to provide a copy for that employee.

ARTICLE XX - WAGES AND CLASSIFICATIONS

Section 1: Service and Shop Employees

a) Technicians

- i) All technicians must have a valid "Interprovincial" or "B.C. Ticket", must be capable of usually completing jobs within factory allowed times and must complete work in a thorough and competent manner.
- ii) The following hourly wage schedule shall be in force for all technicians as of the dates specified, and form the basis for wage payment (see Section 2):

HOURLY RATE	<u>July 1st 2021</u>	<u>July 1, 2022</u>	<u>July 1st 2023</u>	<u>July 1, 2024</u>
Core Tech I	\$29.67	\$30.42	\$31.17	\$31.92
Core Tech I (hired after December 2 nd 2011)	\$32.55	\$33.05	\$33.55	\$34.05
Core Tech II	\$32.55	\$33.05	\$33.55	\$34.05
+1 specialty	\$32.81	\$33.31	\$33.81	\$34.31
+2 specialties	\$33.18	\$33.68	\$34.18	\$34.68
+3 specialties	\$33.66	\$34.16	\$34.66	\$35.16
+4 specialties	\$34.14	\$34.64	\$35.14	\$35.64

Gas Drive Ability	\$33.48	\$33.98	\$34.48	\$34.98
Automatic Transmission				
Designated Specialty				
Base Rate				

+1 specialty	\$33.75	\$34.25	\$34.75	\$35.25
+2 specialties	\$34.12	\$34.62	\$35.12	\$35.62
+3 specialties	\$34.60	\$35.10	\$34.60	\$36.10
+4 specialties	\$35.08	\$35.58	\$36.08	\$36.58
Commercial Truck	\$34.39	\$34.89	\$35.39	\$35.89

Designated Specialty
Base Rate

+1 specialties	\$34.66	\$35.16	\$35.66	\$36.16
+2 specialties	\$35.03	\$35.53	\$36.03	\$36.53
+3 specialties	\$35.51	\$36.01	\$35.51	\$37.01
+4 specialties	\$35.99	\$36.49	\$36.99	\$37.49

iii) Only those Technicians who work on chassis components (heavy items) will receive the Truck Technician premium of two dollars (\$2.00) per hour. Primary and Secondary specialists are excluded from this rate.

iv) Multi Point Inspection (FMC QC-550) Where components have to be removed to obtain measurements, a payment of .2 for CARS and .3 for TRUCKS will be paid when requested by the Service Advisor.

v) Technicians Specialty Pay Scale

Core Tech I - base technician rate

Core Tech II - requires specialty 34, plus can add specialties to a maximum of four (4)
- base technician rate, plus an incremental increase for each specialty up to the maximum on four (4)

Automatic Transmission/ Gas Driveability Designated Specialty

- # 37 Automatic Transmission
- # 31 Engine Performance
- plus, an incremental increase for any additional specialties up to a maximum of four (4)

Commercial Truck Designated Specialty

- # 51 Diesel Performance and # 52 Diesel Repair
- plus and incremental increase for any additional specialties up to a maximum of four (4)

The Automatic Transmission Specialty or Gas Driveability Designated Specialty category currently requires two (2) Designated Specialty Technicians

The Commercial Truck Specialty category currently requires four (4) Designated Specialty Technicians

The Technician Pay Scale, as outlined above, becomes effective on July 1, 2011.

Wages and Classifications	Core Tech 1	Core Tech 2	Gas Driveability Automatic Transmission	Diesel Commercial
Specialties				
Engine Performance	N/A	✓	Qualifier	✓
Engine Repair	N/A	✓	Qualifier	✓
Steering/ Suspension	N/A	✓	✓	✓
Differential and Drivetrain	N/A	✓	✓	✓
Electrical	N/A	Qualifier	Qualifier	Qualifier
Climate Control	N/A	✓	✓	✓
Manual Transmission	N/A	✓	✓	✓
Transfer Case	N/A	✓	✓	✓
Automatic Transmission	N/A	✓	Qualifier	✓
Brakes	N/A	✓	✓	✓
Diesel Performance	N/A	✓	✓	Qualifier
Diesel Repair	N/A	✓	✓	Qualifier

b) Apprentices

iii) All apprentices must have a valid contract with the Apprenticeship Training Board, Ministry of Education, Skills and Training and must complete work in a thorough and competent manner.

iv) All apprenticeships shall be subject to the following restrictions and requirements:

(1) Apprentices may be employed at the ratio of a maximum of one (1) apprentice for every two (2) technicians.

(2) Apprenticeships must be completed in accordance with the specified completion

date in the Apprenticeship Training Board contract for that apprentice, except where extension(s) are granted pursuant to (iii) below.

- (3) Apprentices failing to complete their apprenticeship within the time permitted under 2. above, and who wish to remain in the employ of the company, shall be assigned to the Serviceperson category and paid the wage for that category consistent with the seniority level earned during the apprenticeship period.
- v) The company will grant extensions to the required completion date in the Apprenticeship Training Board contract [(ii) 2. above], with each extension limited to a maximum of six (6) months and further limited to four (4) such extensions (twenty-four (24) months) for any apprentice and only in the following circumstances:
 - (1) Where the Apprenticeship Board requests an extension because they are unable to provide course training, or,
 - (2) Where the employee requests an extension and the extension is supported by the Apprenticeship Training Board.
- vi) Where an extension has been granted under (iii) above, wages will be frozen at the pay level in effect at the time the extension is granted, however, in the case of an extension granted under (iii) 1. Only, the company shall retroactively adjust the pay level of the apprentice upon successful completion of the course for which the extension was granted, back to the date at which the employee satisfied the time requirement hereunder and in accordance with (vi) herein.
- vii) The following hourly wage schedule:

	<u>July 1st 2021</u>	<u>July 1, 2022</u>	<u>July 1st 2023</u>	<u>July 1, 2024</u>
Apprentices	\$18.25	\$19.25	\$20.25	\$21.00
1 st year				
2 nd year	\$20.66	\$21.41	\$22.16	\$22.91
3 rd year	\$23.50	\$24.25	\$25.00	\$25.75
4 th year	\$27.23	\$27.98	\$28.73	\$29.48

viii) To progress from one wage level to the next, the Apprentice must successfully complete both twelve (12) months of on-the-job training, as measured by seniority, and the Apprenticeship Training Board course work and exam for that level.

ix) The Company shall pay apprentices while attending Vocational School the difference between the subsidies granted by the appropriate Government authorities and the regular wages of the employee concerned.

c) Serviceperson

i) The following hourly wage schedule:

	<u>July 1st 2021</u>	<u>July 1, 2022</u>	<u>July 1st 2023</u>	<u>July 1st 2024</u>
Serviceperson				
1st six (6) months	\$20.37	\$21.12	\$21.87	\$22.62
2nd six (6) months	\$22.15	\$22.90	\$23.65	\$24.40
Thereafter	\$23.17	\$23.92	\$24.67	\$25.42
Licensed	\$20.37	\$21.12	\$21.87	\$22.62
Serviceperson				

The maximum number of licensed serviceperson shall be as follows: three (3)

ii) The primary duties of this classification would include tire rotation, wheel balance, installation and repair of accessories such as mud flaps, running boards and bug deflectors, general inspections (steering linkage, suspension, drive shaft, ball joints, etc.), maintenance brake inspections (inspect brake pads, rotors, drums, brake lines, hoses, park brake system), diagnosis of squeaks and rattles, bulb replacements, cooling system flushes, replacement of fuel filters, replacement of spark plugs (excluding tune ups), replacement of pcV filters/valves, replacement of shocks (excluding struts), replacement of automatic transmission fluid and filters, battery testing (excluding AVR), exhaust work, wiper blade replacement and windshield replacement. Jobs will only be added to this list with the approval of the Local Union and Shop Steward in that operation.

The primary duties of the licensed serviceperson, in addition to the serviceperson duties, would include fleet work, menu board repairs/maintenance, basic mechanical work that is consistent with the level of their licensing. The licensed serviceperson may perform warranty work of less than one (1) hour or specific warranty work in excess of one (1) hour agreed upon between the Local Union, Shop Steward and Management.

iii) The Company may employ two (2) Serviceperson for every four (4) technicians.

iv) First consideration will be given to employees in the "Lubeperson" category when filling vacancies in the "Serviceperson" category.

d) Installer

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Installer				
1 st year	\$16.68	\$17.68	\$18.68	\$19.68
2 nd year	\$17.88	\$18.88	\$19.88	\$20.88
Thereafter	\$19.07	\$20.07	\$20.82	\$21.57

The Company shall be entitled to hire one (1) person for the installer category.

e) Detailer

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Detailer				
	\$18.73	\$21.00	\$21.75	\$22.50

ii) Cleaning vehicle interiors and exteriors in compliance with all company standards and client requests. Operating buffers, steamers, hoses, vacuums, and other equipment to meet service expectations. Using cleaning, protective, and restorative agents to maintain and enhance the appearance of vehicles.

e) Lubeperson

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Lubeperson				
1st six (6) months	\$16.15	\$17.15	\$18.15	\$19.15
2nd six (6) months	\$17.45	\$18.45	\$19.45	\$20.45
Thereafter	\$18.73	\$21.00	\$21.75	\$22.50

ii) The primary duties of this classification would include wrecker driver, tire repair, installation of seat covers, emergency road service, steam cleaning, lube, oil and filter services. Jobs will only be added to this list with the approval of the Local Union and Shop Steward in that operation.

iii) This classification shall apply only to those employees appointed after July 1, 1996.

f) Service Advisors

i) The following hourly wage schedule:

	<u>July 1st 2021</u>	<u>July 1, 2022</u>	<u>July 1st 2023</u>	<u>July 1, 2024</u>
Service Advisors	\$25.13	\$25.88	\$26.63	\$27.38

ii) Service Advisors will be paid a commission/incentive based upon sales, gross profit or QCP/CSI or any combination thereof to be agreed upon between the Company and the Service Advisors.

iii) Failing mutual agreement under ii) above, provided the company has given thirty (30) days' notice, the Service Advisors will be paid the guaranteed rate stipulated in i) above for hours of work and overtime in accordance with the Collective Agreement.

iv) In each pay period, provided there is mutual agreement as required in accordance with ii) above, Service Advisors will be paid the greater of the guaranteed rate in i) above (including overtime) or the earnings described in ii) above, or in the absence of mutual agreement as required in ii) above, and where notice has been provided by the company as required under iii) above, Service Advisors will be paid the guaranteed rate in i) above for all regular and overtime hours.

v) Overtime provisions of the Collective Agreement will apply to the calculation of the guarantee as per iv) above except when a return to work is required by the employer, in which case overtime will be paid in addition to the commission/incentive or guaranteed earnings.

vi) Service Providers will receive one percent (1%) of customer pay labour and half percent (½%) of warranty labour with the ability to receive an extra half percent (½%) in each category; if VOC score is above group average.

g) Service Advisor Improvers

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Service Advisor Improvers				
1 st eight (8) months	\$18.80	\$19.80	\$20.80	\$21.55
2 nd eight (8) months	\$19.88	\$20.88	\$21.63	\$22.38
3 rd eight (8) months	\$20.97	\$21.72	\$22.47	\$23.22
4 th eight (8) months	\$22.58	\$23.33	\$24.08	\$24.83

- ii) Service Advisor Improvers shall be eligible to participate in the commission/incentive program as outlined in f) ii) once they have reached the 2nd eight (8) months level and then only at the discretion of management. Once a Service Advisor Improver completes the 4th eight (8) months level, he/she shall automatically participate in any existing commission/incentive program.
- iii) In each pay period, Service Advisor Improvers who are participating in a commission/incentive program as per ii) above, will be paid the greater of their hourly earnings and overtime in accordance with the scale in i) above, or the commission/incentive paid at the percentage rate of entitlement based upon i) above.

Section 2: Wage Payment - Flat Rate System

a) Determination of Earned Hours

- i) Technicians shall be paid according to the hours required to complete each job, as stipulated in the Motor Labour Guide Manual, agreed upon Professional Service Trade Edition, and not according to the actual time clocked on the job.
- ii) The Prep Department Staff are included in the Flat Rate System.
- iii) The Prep Department Staff will be paid according to the hours to complete each job, as stipulated by the manufacturer or the menu pricing sheet, not according to the actual time clocked on the job. Pay rate is determined by BC minimum Wage Guide
- iv) Paragraph a(i) above shall cover all repairs and govern the pay earned on all repairs, except:
 - (1) manufacturer warrantable repairs, which shall be paid in accordance with the times stipulated by the manufacturer,
 - (2) certain operations, not covered under the Motor Labour Guide Manual, Professional Service Trade Edition, shall be paid on a straight time basis,
 - (3) repairs on new car models not covered by the Motor Labour Guide Manual, Professional Service Trade Edition, shall be paid in accordance with the factory allowed time, and,
 - (4) diagnostic and job preparation time above and beyond that already allowed for in the stipulated flat rate shall be paid on a straight time basis only when required.

b) Flat Rate Committee

The Company and Union shall establish a flat rate committee to make changes as required in the administration of the provisions affecting the flat rate system. The committee's mandate will be to improve and enhance the flat rate system but will not in any way supersede or replace the provisions of Articles XV and XVI (Grievance Procedures and Arbitration.)

c) Banked Hours

All monies earned during a pay period will be paid out on the following payday unless the employee elects to bank earned hours. Employees may bank hours on the following basis:

- i) hours earned in excess of eight (8) hours per pay period are eligible to be banked,
- ii) banked time cannot be used to create additional time off, and,
- iii) banked time is payable on any regular payday upon request by the employee.

d) Standby Time Provisions

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. To accomplish this, time clocked on standby must be punched on the time ticket separately and must be initialled by management. Standby time not initialled by management will not be paid.

e) Maintenance Time Provisions

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 clean-up before and after a job is not to be considered shop maintenance. To accomplish this, all non-trade time to be paid at the shop maintenance rate must be initialled on the time ticket by management.

Section 3: Parts

a) Qualified Partsperson

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Qualified Partsperson	\$32.01	\$32.51	\$33.01	\$33.51

ii) The hourly base rate: Qualified Parts Person hired after November 17, 2011

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Qualified Partsperson	\$28.72	\$29.47	\$30.22	\$30.97

b) Parts People Improvers

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Parts People Improvers				
1 st six (6) months 60%	\$18.70	\$19.70	\$20.70	\$21.45
2 nd six (6) months 65%	\$20.01	\$20.76	\$21.51	\$22.26
3 rd six (6) months 70%	\$21.05	\$21.80	\$22.55	\$23.30
4 th six (6) months 75%	\$22.39	\$23.14	\$23.89	\$24.64
5 th six (6) months 80%	\$23.74	\$24.49	\$25.24	\$25.99
6 th six (6) months 90%	\$26.42	\$27.17	\$27.92	\$28.67

c) Shipper/Receiver

i) The following hourly wage schedule:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
Shipper/Receiver				
1 st six (6) months	\$16.35	\$17.35	\$18.35	\$19.35
2 nd six (6) months	\$17.67	\$18.67	\$19.67	\$20.67
Thereafter	\$18.96	\$19.96	\$20.96	\$21.71

Section 4: General Helper

- i) The hourly base rate will be:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
General Helper				
1 st six (6) months	\$15.80	\$16.80	\$17.80	\$18.80
2 nd six (6) months	\$16.48	\$17.48	\$18.48	\$19.48
Thereafter	\$17.40	\$18.40	\$19.40	\$20.40

- ii) The primary duties of the General Helper classification would include light truck driver, stock control clerk, undercoating, application of paint and upholstery treatment, runners, car jockeys, car wash, general shop cleaning and maintenance. Additional duties will only be added to this list with the approval of the Local Union and Shop Steward in that operation.

Section 4: General Provisions

- i) Any employee who is voluntarily reclassified to a new job title shall receive the rate for the new job from the wage scale appropriate to the provisions of the Collective Agreement. If the company requested the employee to make the move, he/she shall receive exactly the same rate as he/she would have received under his/her original job title.
- ii) For the purposes of paragraph i) above, bumping as a result of a layoff shall be considered as a voluntary reclassification.
- iii) All employees will be provided two (2) ten-minute breaks, one within each half shift, at a time designated by the Company, which shall not be later than one hour before the end of each half shift.

ARTICLE XXI – TOOL/BOOT REIMBURSEMENT

For all Technicians and Mechanics to reimburse tools, up to five hundred (\$500.00) every twelve (12) months.

For all members, to reimburse Boot Expenses, up to two-hundred dollars (\$200.00) every twelve (12) months.

ARTICLE XXII –TOOL REPAIR AND REPLACEMENT

The Parties mutually agree that certain tools owned by the individual employees and used in the shop in the performance of their assigned work, shall be repaired or replaced by the Company with tools of the same brand at no cost to the employee, if broken in the performance of their assigned duties or if they are rendered unusable because of wear and tear, and provided that:

- i) the employee has been in the employ of the Company for a period of not less than six (6) months, and
- ii) the tool has not been broken or rendered unusable through abuse or neglect.

The Parties further agree that only tools named herein shall be covered:

- 1. Air Tools
- 2. Cordless Power Tools
- 3. Work Lights
- 4. Creepers
- 5. Measuring Tools
- 6. Pullers

The Parties further agree that tool repair or replacement as provided for herein shall be further limited by the following:

- i) All technicians and apprentices employed by the Companies shall provide a list of all tools they expect should be covered.
- ii) The lists shall include make, model, and serial number or agreed upon markings.
- iii) The lists must be mutually agreed upon between individual technicians and apprentices and the Companies, such agreement to be signified by both the employee and management initializing and dating a copy of the list.
- iv) Once mutually agreed upon, initialed and dated, the original of the list shall be placed in the employee's personnel file and a copy shall be returned to the employee.
- v) The employee is solely responsible for maintaining the list in a current status by adding any new acquisitions.
- vi) Additions to this list will only be made with the approval of management, and,
- vii) Only tools on this list will be eligible for replacement or repair.

ARTICLE XXIII – FLAT RATE EARNING GUARANTEE

The parties agree to the following:

i) Flat Rate Guarantee

- 1) for technicians, a guarantee of one hundred percent (100%) of actual time clocked will apply, regardless of how many hours the employee earned under the flat rate system, subject only to the provisions of Article VII (f) (the minimum four (4) hour call to work guarantee.) Time clocked for the purposes of the guarantee will be spent working on productive work orders.**
- 2) all technicians will be paid the guarantee described in 1) above or the actual sold flat rate hours for the week, whichever is greater. (Note: When calculating technician's hours, Management requested Stand By, Non-Productive or Shop Time will be paid in addition to the flat rate earnings at applicable rates to prevent these duties from undermining a technician's flat rate earnings.)**
- 3) The Company will continue to pay the greater of one-hundred (100) percent clocked hours (RTT) or sold hours (RTH).**

ii) Flat rate earnings shall be subject to adjustment under certain circumstances as follows:

- 1) Time required to perform repeat repairs or "comebacks" shall only be deducted when the repeat repair is required within ninety (90) days or 5,000 kilometers of the original repair. The Company agreed to allow repeat repairs to be performed by the employee who did the original job whenever possible. .**
- iii) Flat Rate Technicians will receive a one dollar and fifty cents (\$1.50) per hour bonus over their current rate of pay if they maintain a one hundred and one percent (101%) proficiency or higher during the pay period. Proficiency is defined as sold hours divided against clocked hours per pay period.**

ARTICLE XXIV – SKILLS RECOGNITION PROGRAM

The Parties agree to the following:

Skills Recognition

Effective October 1, 2015, Technicians who are fully Ford Certified Diesel technicians will receive recognition of those skills by the payment of \$10.00 per hour in addition to their basic rate for all work performed.

Definition of Ford Certified Diesel Technician:

“Diesel Technician level requires that a technician complete **certification** in both the Diesel Engine Performance (51) and Diesel Engine Repair (52) Specialties plus one eligible New Model of FRTFT course”.

Effective October 1, 2015, Technicians who have achieved Ford Certification as Master Technicians will receive recognition of those skills by the payment of \$10.00 per hour in addition to their basic rate for all work performed.

Definition of Ford Certified Master Technician:

“Technicians aspiring to reach the Master Technician level must complete certification in a minimum of eight core Specialties plus one eligible New Model or FRTFT course”.

Please be advised that these skills recognition payment are not cumulative and each candidate can only receive one or the other skills recognition payment rate.

The Employer will determine whether to add or remove Technicians from this program as required by the work load.

These recognition payments are only payable as long as the Technician’s Certification remains current.

Technicians who are unable to perform the duties necessary in the above classifications or no longer needed in the above classifications will transition to their basic Technician rate as follows:

1. For the first three (3) months, the Technician will continue to receive the full skills recognition payment of \$10.00 per hour; and
2. For the next three (3) months, the Technician will continue to receive a skills recognition payment of \$5.00 per hour; and
3. Thereafter, the Technician will revert to his/her basic Technician rate.

Course requirements for four (4) New Car Model Courses and in addition for all Technicians Field Service action.

ARTICLE XXV - DURATION OF AGREEMENT

Section 1:

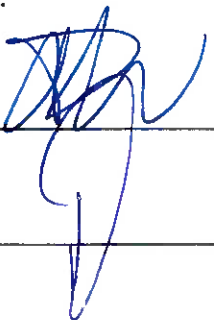
The Parties hereto mutually agree that this Agreement shall be effective from and after the first (1st) day of July 2021 to the 30th day of June, 2025; and thereafter, from year to year unless four (4) months written notice of contrary intention is given by the Parties. The notice required hereunder shall be validly and sufficiently served at the head office of the Party of the First Part or at the Local Office on the Local Officers of the Union, Party of the Second Part, at least four (4) 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.

Section 2:


The Parties hereto agree that the operation of Section 66(2) of the Labour Code of British Columbia Act 1973 is excluded from this Agreement.


DATED this ____ day of _____, 2022.

FOR:
NFLD AUTO LTD.



FOR:
STEELWORKERS, LOCAL 1-2017



President


Financial Secretary