



## **COLLECTIVE AGREEMENT**

## **BETWEEN**

## BROWN BROS. FORD LINCOLN SALES AND SERVICE

## AND

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTOMOTIVE LOCAL 1857

## **EFFECTIVE FROM:**

APRIL 1, 2024 TO AND INCLUDING MARCH 31, 2027

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## THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

## BROWN BROS. FORD LINCOLN SALES AND SERVICE

(Hereinafter referred to as the Company)

- AND -

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AUTOMOTIVE LOCAL 1857

(Hereinafter referred to as the Union)

#### **EFFECTIVE FROM:**

## APRIL 1, 2024 TO AND INCLUDING MARCH 31, 2027

All parties to this agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted service in the plant(s) of the Company.

## **SECTION 1 - RECOGNITION**

- 1.01 The Company shall recognize the Union, its designated agents and representatives, its successors, and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the bargaining unit with respect to wages, hours of work and all other terms or conditions of employment.
  - All work being performed by members of the bargaining unit and/or described by the Certificate of Bargaining authority shall be performed only by Bargaining Unit employees. The only exceptions shall be those contained in this Collective Agreement.
- 1.02 All employees within the bargaining unit as defined by the Certificate of bargaining authority, who are members of the Union, or who may, during the term of this Agreement, become members of the Union, shall as a condition of employment, retain membership in good standing for the duration of this agreement. In the event that any employee affected by the foregoing fails to pay their monthly dues, initiation and/or reinstatement fee, the Company shall discharge such employee within five (5) days of receipt of written notice from the Union that they have not complied with this paragraph and/or that they are in arrears in accordance with the Union Constitution.
- 1.03 The Company shall be free to hire new employees who are not members of the Union with the provision that all new employees upon being hired shall be required to sign an application for membership in the Union and a check-off authorization before commencing work. The application for membership and the check-off authorization for deduction of monthly dues and initiation or reinstatement fee shall be completed by the employee and immediately be returned to the Company's Personnel Department who will, without any undue delay, forward the application for membership and check-off authorization to the Union office. The authorization and application for membership forms will be supplied by the Union.
- 1.04 Upon receipt of a signed authorization from the employee, the Company agrees to deduct and pay over to the Secretary Treasurer of the Union any initiation fee, reinstatement fee and the monthly dues of the Union. The Company agrees to make such deductions from the employee's first pay cheque each month and to forward these deductions (together with a list of the employees and the amount deducted from each employee) to the Union office in such a way that they are received in the Union office by the end of the month for which the deductions were made. In the event of any omission of employees from the check-off list of Union dues deductions, the Company shall state the reason for such omission. Any employee who works the major portion of any calendar month shall be deducted Union dues. Statutory Holidays and vacations are considered days worked for the purpose of this Section.
- 1.05 When hiring help, the Company agrees to first call the Union office. In the event that the Union is unable to supply help which is satisfactory to the Company, the Company shall be free to hire help in accordance with 1.03 of this Section.
- 1.06 If any employee of the Company should be elected to act as a delegate for the Union they shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business, provided that not more than one employee shall be absent at any one time for every fifty (50) employees or portion thereof.

- 1.07 If any employee of the Company should be elected to serve the Union on a full time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of four (4) years. They shall be re-employed at the same type of work which they performed prior to this leave of absence and with seniority accumulated, provided that not more than one employee be absent at any one time.
- 1.08 Any person performing work with the "tools" of a trade or classification covered by this agreement, shall, if working more than forty percent (40%) of pay period with said tools, be considered part of the bargaining unit. No employee in the bargaining unit will be displaced as a result of this paragraph.
- 1.09 Upon request of the Business Representative(s), (but not more than once in any three month period) the Company shall furnish a list of all employees in the bargaining unit with their date of commencement of employment and classification.
- 1.10 The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union, as set out in the BC Human Rights Act. The Company and the Union also recognize the right of employees to work in an environment free from harassment and agree that sexual harassment will not be tolerated in the work place.
- 1.11 The Company shall not require any employee to cross a legal picket line.

## **SECTION 2 - RESERVATIONS TO MANAGEMENT**

- 2.01 The Union recognizes the right of the Company to demote, transfer, or discharge any employee subject to the provisions of this agreement.
- 2.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this agreement.
- 2.03 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.

## **SECTION 3 - UNION ACTIVITIES**

3.01 The Union representative(s) shall be allowed access to the Company's premises during the luncheon period on routine matters. When it is desirable or necessary to hold a meeting during the luncheon period, or to enter the premises at any other time than the luncheon period, with the exception of posting Union notices, permission shall first be obtained from the Management.

- 3.02 New employees shall be introduced to their department shop steward during their first day of employment.
- 3.03 A Labour/Management Committee shall be established consisting of two (2) employees and two (2) representatives of the Employer, one of whom shall be the Dealer Principal or the General Manager. The Labour Management Committee shall initially meet at least once every three (3) months during the term of this Agreement. By mutual agreement, the parties may alter the frequency that these meetings are to occur.

The purpose of this committee is to discuss work place issues other than safety matters and grievance items.

This committee will set it's own procedures and guidelines.

3.04 A Shop Steward shall be present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit.

## **SECTION 4 - HOURS OF WORK**

- 4.01 The standard working day shall be one of eight (8) hours. The standard working week shall be one of forty (40) hours with two (2) consecutive days off, one being Sunday. The standard working day starting and stopping times shall be arranged between the Company and the Union, between the hours of 8:00 A.M. and 6:00 P.M.
- 4.02 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 one dollar (\$1.00) 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.
- 4.03 Any regularly scheduled shift which ends after 1:00 A.M. shall be considered a third shift for which employees working this shift shall receive a shift premium of fifty-five (\$.55) cents per hour above the second shift premium.
- **4.04** The Tuesday to Saturday shift will be staffed first on a volunteer basis and then by applying reverse seniority.
- **4.05** No employee shall work during their designated lunch period.
- **4.06** Employees shall be allowed sufficient time during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.
- 4.07 Hours of work may be changed during the life of the Agreement by mutual agreement between the parties. Agreement will not be unreasonably withheld.
- 4.08 The Company agrees to grant all employees covered by this agreement two (2) ten (10) minute rest periods each day, one in the forenoon and the other in the afternoon without loss of pay.

## **SECTION 5 - OVERTIME**

- 5.01 Time worked in excess of eight (8) hours per day shall be considered overtime provided the excess time is approved by the Company.
- 5.02 Time worked in excess of forty (40) hours per week shall be considered overtime provided the excess time is approved by the Company.
- 5.03 Overtime shall be paid at the rate of time and one-half for the first two (2) hours worked after the end of the regular shift, excluding meal period, and for the first half of the sixth day. Double time shall be paid for all hours worked in excess of ten (10) per day, on the second half of the sixth day, on the seventh day and Statutory Holidays. Sunday shall always be considered the seventh day except on not more than two occasions in each contract year during regular stocktaking periods, employees who are called to work for the purpose of stocktaking shall be paid at the rate of time and one-half for Saturday afternoons and Sundays.
- 5.04 Shift premiums shall be included with rates of pay for calculation of overtime.
- 5.05 Employees shall be expected to work reasonable periods of overtime where circumstances warrant, provided that they are given at least two (2) hours' prior notice of scheduled overtime.

Employees will be excused for pressing personal reasons provided someone will remain to complete the work or acceptable alternative arrangements can be made with the supervisor.

## **SECTION 6 - VACATIONS**

- **6.01** Vacations shall be granted as follows:
  - (A) To employees with one (1) year of service or more, two (2) consecutive weeks vacation with full pay or 4% of gross annual earnings whichever is greater.
  - (B) To employees with two (2) years' service or more, a third week's vacation with full pay or 6% of gross annual earnings whichever is greater.
  - (C) To employees with nine (9) years' service or more, a fourth week's vacation with full pay or 8% of gross annual earnings whichever is greater.
  - (D) To employees with seventeen (17) years' service or more, a fifth week's vacation with full pay or 10% of gross annual earnings whichever is greater.
  - (E) A third, fourth and fifth week's vacation as described in 6.01 (B), (C) and (D) may, at the discretion of the Company be allotted in a separate period or periods from the two weeks under (A) of this Section.

- (F) Employees off work for any reason whatsoever for a period of more than four (4) months in a twelve (12) month period between Anniversary dates will be paid vacations as defined in paragraph 6.03 (A) and (B). It is intended that this pro-rating shall apply to vacation pay, not to vacation entitlement.
- 6.02 Any vacation granted under 6.01 (A) of this Section must be taken at a time designated by the Company between the months of April and October inclusive, unless otherwise mutually agreed to by the Company and the employee. Vacation time will be calculated annually from the employee's anniversary date of employment and shall be taken within the ten (10) months following that date. Vacation lists for the purpose of vacation preference shall be posted no later than April 1st of each calendar year. Seniority will be the determining factor in allocating the first two (2) weeks of vacation entitlement in each department or classification. Senior employees will be given five (5) working days in which to select their two (2) week vacation period. Failure to so select within the five (5) days shall lead to the losing of seniority preference.

The booking procedure above will be repeated separately for all other vacation granted under 6.01(B), (C), & (D) of this section, until each employee has booked their vacation allotment as granted by the Collective Agreement. Once all vacation granted under the Collective Agreement has been booked, any vacation entitlement granted by the employer beyond the Collective Agreement may be booked.

For operational purposes, vacation scheduling will be site specific, vacation preference lists will be created separately for both the Main Street location and the Sherbrooke Division. Employees will be required to book their vacation preferences on the site specific list that best reflects the employee's daily operational location.

- 6.03 Employees terminating their employment during the course of a working year in respect of which they have not received an annual vacation, shall receive vacation pay on the following basis:
  - (A) If service less than one (1) year, on the basis of the Employment Standards Act of the Province of British Columbia.
  - (B) If service of one (1) year or more, on a basis of a proportionate amount as set out in paragraph 6.01 of this Section.
- 6.04 Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, they shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at the employee's option. Such day off will be a mutually agreed day in conjunction with other days off.
- 6.05 The Company agrees that at least two (2) weeks prior to an employee going on their regular vacation, each employee shall be notified as to the date of their vacation allotment.

## SECTION 7 - DISCIPLINARY SUSPENSION AND DISCHARGE CASES

7.01 In the event of an employee on the seniority list being suspended or discharged from employment and believing they have been unjustly dealt with, such suspension or discharge shall constitute a case to

be handled in accordance with the method of adjustment of grievance herein provided. A claim by an employee that they have been unjustly suspended or discharged may be settled by confirming the Company decision in suspending, discharging, or laying off the employee, or by reinstating the employee with full, partial, or no compensation for the time lost as seems just and equitable in the opinion of the conferring parties or the Board of Arbitration as the case may be.

## **SECTION 8 - GRIEVANCE PROCEDURE**

**8.01** It is agreed that grievances and disputes relative to the interpretation and application of the clauses of this agreement, which may arise during the life of this agreement shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievance at the earliest possible time.

Note: Letters of expectation shall be removed after twenty-four (24) months.

- **8.02** All grievances and disputes must be filed in writing with the shop steward and the Company within seven (7) days of occurrence, except as in 8.03 of this Section. The agreed procedure for adjusting such matters is as follows:
  - (A) By a discussion between the shop steward designated by the Union for the department involved and the foreperson or service manager of the employee's shop as designated by the Company.
  - (B) Failing agreement being reached by the above, the grievance will be discussed by the employee, the business representative and the service manager or department head of the department concerned.
  - (C) Failing agreement, the grievance will be discussed by the highest Company official or officials designated by the Company to handle such matters and the labour relations committee designated by the Union.
  - (D) Failing agreement, the grievance may be submitted to arbitration (Section 9).
- 8.03 In the event of a grievance arising from differences of interpretation, application, operation of, or any alleged violation of this agreement between the Company and the Union relative to this agreement, the employees shall continue to work until such grievance is settled. The said grievance shall, if possible, be adjusted between the representatives of the Company and the representatives of the Union. Failing agreement, the grievance may be submitted to arbitration (Section 9).

## **SECTION 9 - ARBITRATION PROCEDURE**

9.01 In case of a dispute arising under this Agreement, which the parties are unable to settle between themselves as set out in Article 8, the matter shall be determined by arbitration in the following manner:

The Party desiring arbitration shall notify the other Party in writing and include the particulars in

dispute. Within five working days thereafter, the Parties agree to seek a single, mutually agreed upon, arbitrator.

If the Parties fail to agree on a single arbitrator within the allotted time, either party may request the Minister of Labour to make the appointment.

All decisions will be final and binding upon the Parties.

The Employer and the Union shall bear in equal proportions the expenses and allowance of the arbitrator, stenographic, secretarial expenses, and rent connected with their duties as arbitrator.

The Arbitrator shall be required to hand down their decision within ten (10) days following the completion of the Hearing.

The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this agreement.

#### **SECTION 10 - SENIORITY**

- 10.01 In all layoffs and re-employment the rule of seniority shall prevail provided employees to be retained or recalled by reason of seniority have the ability to perform the work available. Resignation at any time forfeits seniority except in the case of an employee obtaining from the Company authorized leave of absence in writing, a copy of which shall be filed in the Union office.
- **10.02** (A) Discussions will be held with the Union business representative(s) before a layoff out of seniority is made.
  - (B) Employees shall be told if a release from employment is a layoff or termination. The Union office shall be notified within three (3) days in writing as to whether an employee has been laid off or terminated.
  - (C) Seniority of an employee will be cancelled if they:
    - (1) Voluntarily leaves the employ of the Company except where written leave of absence is granted by the Company and a copy sent to the Union.
    - (2) Is discharged for cause and is not reinstated as a result of the grievance procedure.
    - (3) In the case of absence due to sickness or accident or while covered by Workers' Compensation, fails to report for work immediately they are declared fit for work.
    - (4) Is given a termination slip upon leaving the Company and is not reinstated as a result of the grievance procedure.
    - (5) Has been laid off for a period longer than nine (9) months.
  - (D) New employees or non-bargaining unit personnel will not be hired or employed in a classification while employees in the same classification are on layoff. For the purpose of this clause "layoff" shall include short-term layoff.

- 10.03 New employees shall serve a probationary period of three (3) months. The probationary period may be extended by mutual agreement between the Company and the Union.
- 10.04 When a layoff becomes necessary, probationary employees shall be laid off first; thereafter the Company may either layoff employees in accordance with this Section or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.
- 10.05 (A) Seniority shall be defined as length of continuous membership in the Union while employed with the Company.
  - (B) Notwithstanding the foregoing, employees promoted out of the bargaining unit, who do not maintain membership in the Union, will be credited with fifty per cent (50%) of their seniority accumulated while in the bargaining unit upon their return. Seniority will not be accumulated while out of the bargaining unit.
- 10.06 (A) So long as it is consistent with other provisions of this Agreement, if employees laid off or displaced from their jobs by the layoff procedure, have the ability to perform the work available, they may themselves displace ("bump") other, lower-classified employees who have less seniority with the Employer and assume the wage rate of that classification.
  - (B) For the purpose of recall from layoff, and subject to (A) above, the Union and the Employer agree that, where possible, the sequence shall be reversed.
  - (C) This clause shall not apply with respect to short term layoffs as defined in Section 12, Paragraph 12.04 ("Guarantee") of this Agreement.

## **SECTION 11 - GENERAL CONDITIONS**

11.01 Wages shall be paid weekly or bi-weekly with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating rate of pay, overtime hours, earnings and deductions, covering each pay period. Wages shall be paid during working hours in such a way as to eliminate unnecessary waiting on the part of the employees. In the case of employees working the day shift, every effort will be made to make such payment prior to noon or by Direct Deposit.

The Company shall provide a statement, in conjunction with Vacation pay cheque statements, to give the current balance of vacation entitlement and accruement remaining.

11.02 All employees shall receive twelve (12) Statutory Holidays and one (1) 'floater' day with pay at their regular straight time rate. The 'floater' day will be granted on a day or half (1/2) day(s) by the Company on a day or half (1/2) day(s) mutually acceptable to the Company and the employee. The designated days shall be:

New Year's Day Family Day National Day for Truth and Reconciliation Thanksgiving Day Good Friday Victoria Day Canada Day B.C. Day Labour Day Remembrance Day Christmas Day Boxing Day Floater Day

or any other day proclaimed by the Provincial or Federal Government when the Company is forced by legislation to close down its operation.

- (A) To be eligible for the above Statutory Holiday pay, an employee must have been employed for at least thirty (30) Calendar days before the statutory holiday and work their recognized work day immediately before and immediately after the holiday unless mutually agreed to between the employee and the Company. In cases of sickness the Company may request a doctor's certificate.
- (B) When a Statutory Holiday falls on an employee's regular day off, they shall take off the closest regularly scheduled working day prior to or following such Statutory Holiday with full current pay. If the Company decides to open its business on either of these days, such employees to be retained to work will be requested to work on the following terms:

First, on a voluntary basis; Second, by seniority in the classification.

The Company shall provide at least two (2) weeks prior notice of all mutually agreed days to observe Statutory Holidays falling on employee's regular days off.

- (C) Pay for the above Statutory Holidays shall be in addition to any overtime pay for hours worked on Statutory Holidays.
- (D) To be eligible for the Floater Day employee's must have completed three (3) months of employment.
- 11.03 The Company agrees to provide protective clothing and equipment to all employees whose duties entail work that may be injurious to their clothing and/or person as provided in the Industrial Health and Safety Regulations of the Workers' Compensation Board of British Columbia.
  - (A) The allowance for approved safety footwear shall be a maximum of one hundred and fifty (\$150.00) dollars per year accumulative to a maximum of two (2) years, to be paid on April 1st of each year, upon presentation of a proper receipt and the approved footwear.
  - (B) To be eligible for the Boot Allowance employee's must have completed three (3) months of employment prior to April 1<sup>st</sup> of the contract year.
  - (C) Safety Glasses

Safety Glasses will be supplied to all permanent employees in the following way:

Safety glasses are available at no cost to the employee from an optometrist registered under the Eyesafe Plan (BCOA). Frames and lenses can be replaced once every two years. Exception(s); lenses can be replaced more frequently when there is substantial pitting or scratching; damaged frames should be repaired if possible or replaced as required.

Glasses will be obtained through the registered Brown Bros. Ford Lincoln Sales and Service Plan, which designates the frames and services available through the registered local optometrist.

- 11.04 All uniforms and coveralls shall be supplied free of charge to employees by the Company. Employees are expected to take reasonable care of clothing and equipment supplied.
- 11.05 Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.
- 11.06 Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothes and personal belongings.
- 11.07 The Company agrees to provide lunch space(s) of a sufficient size to accommodate the staff.
- 11.08 The Company agrees that the plant(s) shall be heated and adequately ventilated.
- 11.09 Employees required to report for work outside the Company's premises shall be paid for all traveling time, plus transportation and incidental expenses.
- 11.10 Employees required to report for work outside the city limits, which necessitates their being absent from their homes overnight, shall be paid for all traveling time up to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition a premium bonus of twenty-five (25) cents per hour shall be paid to the employee(s) for all time actually spent on the job. Provided that it is agreeable to the employees concerned to travel on Sundays or Holidays, it is understood that the rate for traveling time will be at straight time.
- 11.11 The Company agrees to provide adequate space, in a permanent location, acceptable to the Union, for a bulletin board. The bulletin board shall be supplied by the Union, to remain the property of the Union for the sole use by the Union for the purpose of conveying information by notice or letters to its members in the plant(s).
  - The Union agrees that the bulletin board shall not be used for the dissemination of political propaganda or advertising matter not relating directly to Union business.
- 11.12 No employee shall solicit any work on Company premises or from customers of the Company at any time that could be construed in any way as competitive with the Company. Violations of this clause shall be subject to discipline by the Company, or the Union or both. Following investigation, violators may be warned, suspended or terminated; repeated violations shall result in dismissal from the job and possible suspension from the Union.
- 11.13 No employees shall leave the premises for any purposes whatsoever during their working hours without securing permission from their foreperson or department head. Provided however, that where an employee's normal duties require them to leave the premises, the foreperson or department

head shall give such employee definite instruction as to their duties and the requirements for such permission.

- 11.14 No provision of this Agreement will be used to reduce wages or removing working conditions presently in force; it being understood that staff picnics or bonuses shall not be deemed to have reference to said "working conditions". Any improved working conditions introduced by the Company on a trial basis shall be excluded from the provisions of this clause.
- 11.15 The Company agrees that should any employee classified in this agreement be also employed in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, they shall receive twenty-five (\$25.00) dollars per week in addition to their regular weekly wage. This additional payment, however, shall not be recognized in the computation of the employee's hourly rate. The Company further agrees to reimburse all appointed First Aid persons for the cost of the tuition of the required First Aid course upon successful completion.
- 11.16 Time absent from work shall be deducted on a pro rata basis.

#### 11.17 HEALTH & WELFARE PLAN

The Company shall provide a Health and Welfare Plan which will be the Automotive Industry Benefit Plan, a joint trusteed fund.

Both parties shall have equal representation on the Trustee Panel. The Trustees shall have the authority to enter into agreement with such insurance Company or Companies as may be necessary to provide benefits or carry out the terms of the Trust Agreement on a satisfactory basis.

It is recognized that at some future date during the terms of this agreement, the Trustees of the Automotive Industry Benefit Plan or its successor plan, may recommend an increase or decrease in the present contribution rate to the plan. Should this occur the Company shall adjust the rate of contributions accordingly.

All employees in the bargaining unit shall participate in the above Health and Welfare plan as a condition of continued employment.

A. The employer agrees to pay 100% (to a maximum of 70% of A and B combined) of the required monthly premiums for each employee covered by this agreement to provide:

## Coverage for the employee and his/her dependants which shall include:

- 1. Medical Services Plan of British Columbia.
- 2. Extended Health Benefits as provided by M.S.A. or its equivalent.
- 3. A mutually agreed upon Dental Plan that will provide one hundred percent (100%) of Plan "A" and fifty percent (50%) of Plan "B" based on the most current schedule of fees for the College of Dental Surgeons of B.C. Orthodontia benefit of 50% reimbursement to a lifetime maximum of five thousand (\$5000.00) dollars.
- 4. Vision Care which includes charges for the purchase of eyewear (including contact lenses and Laser Surgery) when prescribed by a physician or optometrist to a

- maximum of five hundred (\$500.00) dollars every two (2) years.
- 5. Eye Exams will be covered for examinations once every two (2) years to a maximum of One hundred and twenty-five (\$125.00) dollars.
- 6. Pay-Direct card for Dental, Vision, Paramedical Practitioners and Prescription Drugs.
- 7. Paramedical Practitioner coverage five hundred (\$500.00) dollars per person per calendar year per Practitioner type.
- 8. Hearing Aid coverage, provided WorkSafe is the first payer for employee claims, one thousand (\$1,000.00) dollars every five (5) years.
- 9. Vaccination coverage.

### Coverage for the employee which shall include:

- 10. Life Insurance of \$75,000.00, with Double Indemnity for Accidental Death or Dismemberment;
- B. The employee agrees to pay 100% (or 30% of A and B combined, whichever is greater) of the required monthly premiums to provide:
  - 1. Weekly Indemnity income benefits of 66.67% of Weekly Earnings up to eight hundred (\$800.00) dollars per week or E.I. equivalent whichever is greater, on the basis of pay for the first day of accident, the fourth day of illness, for twenty-six (26) weeks.
  - 2. Long term disability on the basis of fifty percent (50%) of wages to be paid to disabled employees (subject to normally accepted insurance provisions) until disability ceases or age 65, whichever comes first.

#### 11.18 HEALTH AND WELFARE PLAN

- 1. The Company agrees to pay an amount equal to three (3) days of weekly indemnity payment, in addition to regular benefits, to employees who are on weekly indemnity benefits and have been off work for a period of at least five (5) calendar days or more due to illness.
- 2. The Company agrees to recognize Maternity/Paternity Leave benefits in accordance with the provisions of Part 7 of the Employment Standards Act of B.C.
- 3. Each employee will be eligible for five (5) paid personal illness or injury leave days per calendar year at full pay.
- 4. Should the Company request proof of illness, costs will be reimbursed by the employer. No proof of illness required for absences, that do not go beyond three (3) days.

#### 11.19 SICKNESS AND ACCIDENT COVERAGE

(A) When an employee is off work due to layoff, they shall be entitled to one full month's benefits (as provided in paragraph 11.17 and 11.18 of this Section) following the month of

layoff. The Company shall pay their share of the cost of the premiums for this coverage.

- (B) When an employee is off work due to sickness or layoff (in excess of the period specified in (A) of this Section), they shall advise the Company if they wish to remain on the "Welfare" and Medical plans and make arrangements with the Company as to the method of providing and paying the necessary total premiums.
- (C) When an employee is on Workers' Compensation, the Company shall continue to pay their share of the cost of the Welfare and Medical Plans, provided the employee-member pays their portion of the cost, for a period of twelve (12) months. After this period, the continuation of coverage will be based on the formula of one (1) month's coverage for each twelve (12) months of completed service. Said employee may revert to the provisions of (B) above. It is also understood that should the said employee accept any other employment, this coverage would cease after one month.
- 11.20 An employee who is injured to such an extent that they are obliged to cease work immediately and is treated for such injury will be paid for all time lost during regular hours worked while being treated. If the injury is such that a doctor recommends that the employee should not return to work on the day of the injury, the employee will be paid for the balance of their regular work day. Payment as set forth in this paragraph refers only to the first day of any one injury.

#### 11.21 LEAVE OF ABSENCE

An employee may request a leave of absence and such permission shall not unreasonably be withheld. The basis of such refusal shall be when such leaves will unduly affect the efficient operation of the business. If such leave of absence is used for purposes other than those for which it is granted, it shall be cause for dismissal. The Company shall notify the Union in writing of all approved leaves of absence of one (1) week's duration or longer, prior to such leaves commencing.

11.22 A Senior shop steward will be selected by the Union (whenever there is more than one shop steward), and will be recognized by the Company. An allowance of time during working hours will be provided for the discussion of submitted grievances. When the Company finds it necessary to layoff or discharge a shop steward, the Union shall be notified prior to such layoff or discharge. In the case of layoff, the Company agrees to give four (4) hours' notice to the Union.

## 11.23 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days leave of absence with pay, to make arrangements for and/or to attend the funeral. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparent, mother-in-law, father-in-law.

#### 11.24 JURY OR WITNESS DUTY

Any regular full time employee who is required to perform jury duty or is subpoenaed as a witness on

a day on which they would normally have worked, will be reimbursed by the Company for the difference between the pay received for the jury or witness duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day, or forty (40) per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

Witnesses attending Labour Hearings on behalf of the Union shall be excluded.

Employees are expected to return to work if such Jury or Witness duty is concluded early enough in a work day.

## 11.25 TOOL INSURANCE

The Company shall provide, at no cost to the employee, tool insurance as follows:

- (A) Maximum coverage \$45,000.00
- (B) Deductible \$1000.00
- (C) Insurance shall cover loss by fire, or theft, upon evidence provided as per normal insurance regulations. The mysterious disappearance of tools shall not be covered. Insurance shall cover tools on the premises of the Company, or, while being used by the employee outside the premises under the direction of the Company.
- (D) Coverage to be effective subject to the employee providing the Company with an up to date inventory of tools owned. Individual dealers are to supply insurance in their own best interest.
- 11.26 (A) A Five Hundred and Fifty (\$550.00) dollar accumulative annual tool allowance will be provided to all Journeypersons and Apprentices for the purpose of replacement or adding to their personal tools used in the performance of their work for the Company. Lubrication Technicians will be eligible for 50% of the tool allowance stipulated above, after six (6) months of employment. Tool allowance will be accumulative for three (3) years. The allowance will be provided by reimbursing the employee for an approved tool purchase, on April 1st of each year, upon presentation of a proper receipt. Subject to the employee having completed the probationary period.
  - (B) To be eligible for the tool allowance employee's must have completed three (3) months of employment prior to April 1<sup>st</sup> of the contract year.
- 11.27 Refusal on the part of an employee to sign any authorization for deduction, except as provided in this agreement shall not be cause for dismissal.

## SECTION 12 - WAGES AND CLASSIFICATIONS

- 12.01 Wages and classifications shall be as agreed upon and shall be attached to and form an integral part of this agreement. All schedules appended hereto provide a minimum wage rate and do not preclude Management from increasing individual rates. Any employee who, at the date of this Agreement, is receiving a rate in excess of their classification shall maintain such premium.
- 12.02 Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification.

### 12.03 NEW CLASSIFICATIONS

Before any new classification is created, the wage rate and primary duties thereof shall be settled by negotiations between the Employer and the Union.

#### 12.04 **GUARANTEE**

- (A) Employees under this Agreement may be laid off during a work week without notice as many times as the Company may deem necessary, but not to exceed eight (8) hours in any period of two (2) consecutive weeks. No one employee will lose more than 10% of the working time in any consecutive two (2) week period as a result of such short term layoff. No employee shall be subject to more than one short term lay-off per week.
- (B) Short term layoff shall not apply to an employee who is re-called during a work week for the balance of that week.
- (C) Subject to the ability of the employee to perform work available, short term layoffs will be distributed as follows:
  - 1. by Volunteers
  - 2. by applying reverse Seniority
- (D) Subject to other employees being available who could perform the work available, short term layoffs will not apply until probationers are laid off.

### **SECTION 13 - SAVINGS CLAUSE**

13.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions and such portions shall continue in full force and effect.

## **SECTION 14 - TECHNOLOGICAL CHANGE**

14.01 The Company has the right to introduce any technological change as defined below into its operations. However, the Company will endeavour to give the Union reasonable notice of any technological change which likely will result in employees being displaced from their jobs.

Technological change Definition:

"Technological Change" for the purposes of this Agreement means:

- (A) The introduction by the Company into the workplace, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the workplace, undertaking or business, or
- (B) a change in the manner, method or procedure in which the Company carries on the work, undertaking or business that is related to the introduction of that equipment or material,
- (C) it is, however, agreed that "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.
- 14.02 Employees who are displaced from their jobs as a direct result of technological change shall be given an opportunity to fill any vacancy for which they have the necessary seniority and ability. Should no vacancy exist, displaced employees shall have the right to displace less senior employees provided they have the qualifications and ability to efficiently perform the requirements of the jobs.
- 14.03 Employees who are displaced from their jobs as a direct result of the introduction of technological change shall be given the opportunity, in order of seniority, to train for any new positions, which may exist related to introduction of such technological change, provided they possess the necessary qualifications for the job. If after a reasonable period of time the Company concludes that an employee is unable to efficiently meet the requirements of the position, then they shall be laid off and Article 14.04 shall apply.
- 14.04 Where employees are displaced as a direct result of technological change, and do not fill another position as set out above, then they may elect to either be laid off or to receive severance pay. Severance pay shall be paid in accordance with Article 15 of this agreement. Where an employee receives severance pay, their employment shall be terminated for all purposes.

## **SECTION 15 - SEVERANCE PAY**

- 15.01 An employer shall not terminate an employee without giving the employee, in writing, at least:
  - (A) Two (2) weeks' notice where the employee has completed a period of employment of at least

- six (6) consecutive months, and
- (B) After the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- 15.02 The period of notice shall not coincide with an employee's annual vacation.
- 15.03 When an employer terminates an employee and fails to comply with subsection (15.01) the employer shall pay the employee severance pay equal to the period of notice required.
- **15.04** Payment under subsection (15.03) does not relieve the employer from making any other payment to which the employee is entitled.

## **SEVERANCE PAY** - means the greater of the employee's

- (A) normal weekly wages, or
- (B) average weekly wages

within the last eight (8) weeks in which they earned wages, but for the purposes of this definition, overtime wage shall not be included or taken into account for the purpose of determining or calculating normal weekly wages or average weekly wages;

#### **TEMPORARY LAYOFF**

Means an interruption of an employee's employment by an employer for a period not exceeding thirteen (13) weeks of layoff in a period of twenty (20) consecutive weeks.

## **TERMINATION**

Includes:

Layoff of an employee from employment, other than temporary layoff, or where an employer has substantially altered a condition of employment, and the purpose of the alteration is to discourage the employee from continuing in the employment.

<u>WEEK OF LAYOFF</u> - means a week in which an employee earns less than fifty percent (50%) of their weekly wages at their regular wage.

## **SECTION 16 - RENEWAL AND TERMINATION**

16.01 This Agreement shall be for the period from and including April 1, 2024, to and including March 31, 2027, and from year to year thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement, (March 31, 2027), or immediately preceding the last day of March in any year thereafter, by written notice, to require the

other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:

- (A) The Union shall give notice to strike (or until the Union goes on strike) or,
- (B) The Company shall give notice of lockout (or the Company shall lockout its employees) or,
- (C) The parties shall conclude a renewal or revision of this Agreement or enter into a new collective Agreement,

whichever is the earliest.

16.02 There must be no str	ikes or lockouts so long a	s this agreement continues to	o operate.	
SIGNED AT	B.C.	SIGNED AT	B.C.	
THISDAY OF	, 2025.	THISDAY OF	2025.	
FOR THE COMPANY:		FOR THE UNION:		
BROWN BROS. FORD LINCOLN SALES AND SERVICE		AUTOMOTIVE LOCAL 1857 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS		
Tim Brown		Business Representative		

## **CLASSIFICATIONS AND WAGE RATES - SCHEDULE "A"**

Effective date of ratification, all new hires will be paid the following rates, all existing employees will receive their current rates and will receive any negotiated increase to their current rate: i.e. - "grandfathered".

#### **Job Postings:**

Job openings required to be filled will be posted on all Company bulletin boards for five (5) working days.

Copies of all job postings shall contain all relevant information in the described job classification.

Temporary positions shall be filled for ninety (90) days.

#### **Preference to Senior Employees:**

Preference will be given to applications from the most senior employees who meet the qualifications and have the ability for the position. It will not be the intent to set out qualifications in a posting to disqualify any present employee.

#### **No Applications:**

In the event that none of the applicants meet the requirements set out, the Company may fill the vacancy from the outside.

#### Applicable to all Classifications and Wage Rates

#### **Pension Plan**

- A. Commencing with the first day of February, 2007, and for the duration of this Collective Agreement, the Company agrees to make payment to the I.A.M. Labour-Management Pension Fund (Canada) ("the Pension Fund") for each employee performing work in a job classification covered by this Collective Agreement as follows:
  - 1. For all hours or portion (rounded to the whole hour) thereof for which an employee receives pay, the Company shall make a contribution in accordance with the attached Contribution Schedule "B" to the Pension Fund.
  - 2. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.
  - 3. Contributions for a new, temporary, probationary, part-time and full-time are payable from the first day of employment.
  - 4. Pension Plan contributions to be made when an employee is on WorksafeBC benefits at a rate of forty (40) hours per week, up to a maximum duration of one (1) year.
- B. The Company and Union further agree as follows:
  - 1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
  - 2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of *applicable pension benefits legislation* and the *Income Tax Act* so as

- to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
- 3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
- 4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days the Company shall be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.
- C. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
- D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

EFFECTIVE: EFFECTIVE: EFFECTIVE: APRIL 1/2024 APRIL 1/2025 APRIL 1/2026 (PER HOUR) (PER HOUR) (PER HOUR)

JOURNEYPERSON TECHNICIAN: \$43.27 \$44.89 \$46.57

### NOTE:

Only Journeypersons or indentured Apprentices working under the supervision of a Journeyperson shall be allowed to use the "Tools of the Trade" to perform Journeyperson work as described in the Apprentice and Trade Qualifications of B.C. No employee shall perform work which they are not qualified to perform under legislation or regulation in B.C.

#### Applicable to all Classifications and Wage Rates

#### **Employee Training**

All employees attending training programs at the direction of the company, or as an employment requirement, including apprenticeship schools, shall be entitled to full regular wages. The Company shall be responsible for the cost of the program, examination fees, travel, accommodation and meals. Any allowance received from government or other agencies shall be deducted from the "full regular wages". Mandatory course text books shall be paid for by the Company and shall become Company property.

If a technician completes the homestudy modules of a particular certification and in turn the Company takes advantage of the technicians completion of these pre-requisite studies and directs the individual to Ford Factory training for certification, upon the employee achieving the Ford certification in the given specialty field, the technician shall be paid straight time for the homestudy portion being consistent with the recommended completion time of the given programs.

## **Apprentice Technicians**

Company agrees to concentrate on co-ordinating shop work with Apprentice training.

## **APPRENTICES**:

Apprentices may be employed at the trade in the ratio of one (1) apprentice to every five (5) Journeypersons. Any change of this ratio due to shortage of qualified mechanics must be mutually agreed to by both Parties.

1st six months	50% of Journeyperson rate
2nd six months	55% of Journeyperson rate
3rd six months	60% of Journeyperson rate
4th six months	65% of Journeyperson rate
5th six months	70% of Journeyperson rate
6th six months	75% of Journeyperson rate
7th six months	85% of Journeyperson rate
8th six months	95% of Journeyperson rate
Thereafter	Qualified Journeyperson rate

It is understood that new employees who are experienced will not be required to start at the minimum rate provided.

		EFFECTIVE: APRIL 1/2025 (PER HOUR)	
CONTROL TOWER OPERATORS:	\$ 42.35	\$ 43.94	\$ 45.59
* <u>SERVICE SALESPERSON</u> :	\$ 41.80	\$ 43.37	\$ 45.00

#### **APPRENTICE SERVICE SALESPERSON:**

1 <sup>st</sup> six months 2 <sup>nd</sup> six months	50% of Qualified Service Salesperson rate 55% of Qualified Service Salesperson rate
3 <sup>rd</sup> six months	60% of Qualified Service Salesperson rate
4 <sup>th</sup> six months	65% of Qualified Service Salesperson rate
5 <sup>th</sup> six months	70% of Qualified Service Salesperson rate
6 <sup>th</sup> six months	75% of Qualified Service Salesperson rate
7 <sup>th</sup> six months	85% of Qualified Service Salesperson rate
8 <sup>th</sup> six months	95% of Qualified Service Salesperson rate
Thereafter	Qualified Service Salesperson rate

<sup>\*</sup>The parties have agreed to discuss the possibilities of an incentive program for Service Salespersons. Any changes may be implemented by mutual agreement between the Company and the Union.

## **CONTROL CLERK:**

Wages to be negotiated as per Section 12.03. May be introduced by mutual agreement, at Dealerships who have computerized dispatch systems.

ACCESSORY TECHNICIAN:	\$ 28 39	\$ 20.45	\$ 30.55
ACCESSOR I TECHNICIAN.	J 40.33	ひ ムタ・サン	J 20.22

<b>EFFECTIVE:</b>	<b>EFFECTIVE:</b>	<b>EFFECTIVE:</b>
<b>APRIL 1/2024</b>	<b>APRIL 1/2025</b>	<b>APRIL 1/2026</b>
(PER HOUR)	(PER HOUR)	(PER HOUR)

#### NEW INVENTORY RECEIVER/PDI CLEAN UP:

\$ 26.00 \$ 26.98 \$ 27.99

#### **LUBRICATION TECHNICIAN:**

The duties of Lubrication Technician shall be defined as follows:

Lube Oil Filter
Top Up Fluids
Mount, Balance, and Repair Tires
Engine Air Filter Replacement
Cabin Filter Replacement
Brake Lining Measurement
Electronic Battery Test
Battery Replacement
Exterior Bulbs
Wiper Blades

0 - 6 months	\$ 20.41	\$ 21.18	\$ 21.97
7-18 months	\$ 21.85	\$ 22.67	\$ 23.52
Thereafter	\$ 23.96	\$ 24.86	\$ 25.79

#### WASHERS, SIMONIZERS, UPHOLSTERY CLEANERS, (DETAILERS):

1st six months 2nd six months Thereafter	\$ 18.40 \$ 21.06 \$ 22.81	\$ 19.09 \$ 21.85 \$ 23.67	\$ 19.81 \$ 22.67 \$ 24.56
<u>LOT PERSON</u> :	\$ 19.50	\$ 20.23	\$ 20.99
FLEET SERVICE TRANSPORT STAFF:	\$ 24.21	\$ 25.12	\$ 26.06

Duties: Customer facing role where you are an ambassador for Brown Bros. Ford Lincoln. An ability to perform your assigned tasks with minimal supervision. Comfortable with operating larger vehicles such as Motorhomes and Panel Vans. Regular Lot Staff Duties including cleaning customer vehicles as needed, shuttling customer's and parts, assisting the Service Advisors as required and general cleanup duties in the shop and the facility.

#### **CHARGE HAND:**

(A Charge Hand is an employee to whom the Company assigns authority to direct and supervise the work of others). They shall receive in addition to their regular rate \$.20 (twenty cents) per hour.

#### **PARTS DEPARTMENT**:

#### **GROUP LEADERS**:

Stock departments employing seven (7) or more persons, exclusive of Manager or Ass't. Manager, will have at least one (1) in this classification at a wage rate of:

\$ 39.68 \$ 41.17 \$ 42.71

<b>EFFECTIVE:</b>	<b>EFFECTIVE:</b>	<b>EFFECTIVE:</b>
<b>APRIL 1/2024</b>	<b>APRIL 1/2025</b>	<b>APRIL 1/2026</b>
(PER HOUR)	(PER HOUR)	(PER HOUR)

\$ 40.35 \$41.86 **QUALIFIED PARTSPERSONS:** \$ 38.89

#### **APPRENTICE PARTSPERSON:**

1 <sup>ST</sup> six months	50% of Qualified Partsperson Rate
2 <sup>nd</sup> six months	55% of Qualified Partsperson Rate
3 <sup>rd</sup> six months	60% of Qualified Partsperson Rate
4 <sup>th</sup> six months	65% of Qualified Partsperson Rate
5 <sup>th</sup> six months	70% of Qualified Partsperson Rate
6 <sup>th</sup> six months	75% of Qualified Partsperson Rate
7 <sup>th</sup> six months	85% of Qualified Partsperson Rate
8 <sup>th</sup> six months	95% of Qualified Partsperson Rate
Thereafter:	Qualified Partsperson Rate

#### PARTS APPRENTICE (IMPROVERS):

Parts Apprentices may be employed at the trade in a ratio of one (1) Apprentice to every five (5) Journey Partsperson. Shipper/Receiver, Parts Drivers will not be automatically moved to a Parts Apprentice (Improvers). If a Parts job, i.e., Parts Apprentice or Parts Personnel job arises it shall be <u>Posted</u> as per job posting section.

Parts Apprentices (Improvers) shall be required to be exposed to actual Parts persons duties, ie., front counter, phones, back counter, as a proper training program, for a minimum average of four (4) hours a week.

#### SHIPPER/RECEIVER:

	\$ 24.15	\$ 25.06	\$ 26.00
TRUCK DRIVERS:	\$ 21.66	\$ 22.47	\$ 23.31
DATA ENTRY CLERK:	\$ 22.55	\$ 23.40	\$ 24.28

Note: British Columbia's Minimum Wage rate per hour, will apply to any classification, where the hourly rate stated in the Collective Agreement, is not greater than British Columbia's Minimum Wage rate per hour.

Compensation for Personal Cell Phone use for work, will be Thirty (\$30.00) dollars per month, when authorized by the Company to do so.

## PENSION CONTRIBUTIONS - SCHEDULE "B"

		EFFECTIVE: APRIL 1/2024 (PER HOUR)	EFFECTIVE: APRIL 1/2025 (PER HOUR)	EFFECTIVE: APRIL 1/2026 (PER HOUR)
JOURNEYPERSON TE	CHNICIAN:	\$ 3.54	\$ 3.67	\$ 3.81
APPRENTICES:				
1st six months 2nd six months 3rd six months 4th six months 5th six months 6th six months 7th six months 8th six months Thereafter:	55% of Journey 60% of Journey 65% of Journey 70% of Journey 75% of Journey 85% of Journey	person Pension Rate person Pension Rate Pension Rate		
CONTROL TOWER OF	PERATORS:	\$ 3.49	\$ 3.62	\$ 3.76
SERVICE SALESPERS		\$ 3.43 N:	\$ 3.56	\$ 3.69
1 <sup>st</sup> six months 2 <sup>nd</sup> six months 3 <sup>rd</sup> six months 4 <sup>th</sup> six months 5 <sup>th</sup> six months 6 <sup>th</sup> six months 7 <sup>th</sup> six months 8 <sup>th</sup> six months Thereafter:	50% of Service 55% of Service 60% of Service 65% of Service 70% of Service 85% of Service 95% of Service	Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension Salesperson Pension	Rate Rate Rate Rate Rate Rate	
ACCESSORY TECHNIC	CIAN:	\$ 2.34	\$ 2.43	\$ 2.52
NEW INVENTORY RECEIVER/PDI CLEAN UP:				
LUBRICATION TECHN	NICIAN:	\$ 2.16	\$ 2.24	\$ 2.32
0 - 6 months 7 - 18 months Thereafter		\$ 1.71 \$ 1.81 \$ 1.98	\$ 1.77 \$ 1.88 \$ 2.05	\$ 1.84 \$ 1.95 \$ 2.13

		EFFECTIVE: APRIL 1/2024 (PER HOUR)	EFFECTIVE: APRIL 1/2025 (PER HOUR)	EFFECTIVE: APRIL 1/2026 (PER HOUR)
WASHERS, SIMONIZE	RS, UPHOLSTE	RY CLEANERS, (D	DETAILERS):	
1st six months 2nd six months Thereafter		\$ 1.53 \$ 1.76 \$ 1.88	\$ 1.59 \$ 1.83 \$ 1.95	\$ 1.65 \$ 1.90 \$ 2.02
<u>LOT PERSON</u> :		\$ 1.59	\$ 1.65	\$ 1.71
FLEET SERVICE TRANSPORT STAFF:		\$ 2.00	\$ 2.08	\$ 2.16
PARTS DEPARTMENT	:			
GROUP LEADERS:		\$ 3.30	\$ 3.42	\$ 3.55
QUALIFIED PARTSPERSON:		\$ 3.25	\$ 3.37	\$ 3.50
APPRENTICE PARTSPI	ERSON:			
1 <sup>ST</sup> six months 2 <sup>nd</sup> six months 3 <sup>rd</sup> six months 4 <sup>th</sup> six months 5 <sup>th</sup> six months 6 <sup>th</sup> six months 7 <sup>th</sup> six months 8 <sup>th</sup> six months Thereafter:	50% of Qualified Partsperson Pension Rate 55% of Qualified Partsperson Pension Rate 60% of Qualified Partsperson Pension Rate 65% of Qualified Partsperson Pension Rate 70% of Qualified Partsperson Pension Rate 75% of Qualified Partsperson Pension Rate 85% of Qualified Partsperson Pension Rate 95% of Qualified Partsperson Pension Rate Qualified Partsperson Pension Rate			
SHIPPER/RECEIVER:		\$ 1.95	\$ 2.02	\$ 2.10
TRUCK DRIVERS:		\$ 1.78	\$ 1.85	\$ 1.92
DATA ENTRY CLERK:		\$ 1.85	\$ 1.92	\$ 1.99

# Letter of Understanding #1

#### **Between**

## **Brown Bros. Ford Lincoln Sales and Service**

#### And

# International Association of Machinists and Aerospace Workers, Automotive Local #1857

**Subject: Flat Rate Bonus** 

The Parties agree, that any flat rate bonus hours earned, will be paid as per Schedule "A" Wage Rates and Schedule "B" Pension Contributions of this Collective Agreement.

Dated this Day	y of	, 2025.		
FOR THE COMPANY:		FOR THE UNION:		
BROWN BROS. FORD LINCOLN SALES AND SERVICE		AUTOMOTIVE LOCAL 1857 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS		
Tim Brown	_	Business Representative		

## Letter of Understanding #2

#### Between

#### Brown Bros. Ford Lincoln Sales and Service

#### And

# International Association of Machinists and Aerospace Workers, Automotive Local #1857

## **Subject: Semi-Retired Members**

The above named Parties agree to advocate that the Employees of Brown Bros. Ford Lincoln Sales and Service retire at the statutory retirement age of sixty-five (65) as endorsed by the Canadian Labour Congress.

However in consideration of the desire of some employees to work a reduced work week and the critical shortage of Skilled Trades people available to fill job vacancies, the parties have come to this agreement that will allow these members to continue working.

Semi-retired workers will not displace regular full-time employees, and where there is sufficient work a full-time employee shall be hired.

Members in this category will be compensated as per the Collective Agreement with the exception of Vacations and Statutory Holidays. Vacations and Statutory Holidays shall be granted as per the Collective Agreement but be paid on a percentage basis, based on the percentage of a regular work week the employee works during their reduced work week.

Dated this Day of	, 2025.		
FOR THE COMPANY:	FOR THE UNION:		
BROWN BROS. FORD LINCOLN SALES AND SERVICE	AUTOMOTIVE LOCAL 1857 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS		
Tim Brown	Business Representative		

## **Letter of Understanding #3**

#### **Between**

**Brown Bros. Ford Lincoln Sales and Service** 

And

International Association of Machinists and Aerospace Workers, Automotive Local #1857

Subject: Statutory Holiday Top-Up Program

The Parties agree, that the Employer will top up Statutory Holiday pay when an employee is off work on paid sick days or Short-Term Disability, by paying a return to work premium. The premium is triggered if a Statutory Holiday falls on a day the employee is collecting either benefit stipulated above and it is not paid equal to a regular days pay. Statutory Holidays will remain governed by Article's 11.02 & 11.03, however the requirement to work the day immediately before and immediately after the holiday is waived if these days are included in the approved absence in which benefits are being paid.

Dated this Day of	, 2025.		
FOR THE COMPANY:	FOR THE UNION:		
BROWN BROS. FORD LINCOLN SALES AND SERVICE	AUTOMOTIVE LOCAL 1857 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKER		
Tim Brown	Business Representative		