

COLLECTIVE AGREEMENT

between:

BERK'S INTERTRUCK LTD.

- and -

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LODGE 1857**

JULY 1, 2025 TO AND INCLUDING JUNE 30, 2028

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COLLECTIVE AGREEMENT

By and Between:

BERK'S INTERTRUCK LTD.

(Hereinafter referred to as the COMPANY)

- and -

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LODGE 1857**

(Hereinafter referred to as the UNION)

This Agreement shall cover all employees as defined in the Certificate of Bargaining Authority as issued by the Labour Relations Board of the Province of British Columbia.

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

Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

ARTICLE 1 – UNION RECOGNITION AND RIGHTS

1.01 Bargaining Agency

The Company recognizes the Union as the sole bargaining agency for its employees, employed at the place set out in the Certificate of Bargaining Authority (Nanaimo Branch, Duke Point Branch, and Port Alberni Branch), as duly Certified under the Labour Relations Act of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.

1.02 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement.

1.03 Correspondence

- (a) The Company agrees that all written correspondence between the Company and the Union, related to matters covered by this Agreement, shall be sent to the Business Representative of the Union or his/her designate.
- (b) The Company agrees that a copy of any written correspondence between the Company and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, as it applies to that employee, shall be forwarded to the Business Representative of the Union or his/her designate and the steward.

1.04 Access to Company Premises

An authorized agent of the Union shall have access to employer's establishment during working hours for the purpose of conducting Union business but shall not interfere with the operation of the Company. When entering, the Union Representative will make his/her presence known to Management.

1.05 Bulletin Board

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 letter to its members in the plant. 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.

1.06 Shop Stewards

When the Company finds it necessary to lay off 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.

1.07 Picket Lines

No employee will be required to cross a picket line unless declared illegal by the Labour Relations Board or by a court with legal jurisdiction.

1.08 Non-Bargaining Unit Employees

All work within the Bargaining Unit shall be performed only by those persons coming within the Bargaining Unit who are members of the Union. Supervisors will be allowed to use hand tools or carry out work which would normally be done by employees in the bargaining unit to assist in heavy work load, periods of short staffing, and as well in the instructing or training of employees. In the event that Bargaining Unit Personnel becomes available while Management are assisting, such assistance shall cease promptly and the task completed by Bargaining Unit Personnel.

1.09 Human Rights

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. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace. Should any dispute arise regarding any of the foregoing, the employee shall take recourse through the grievance procedure in the Agreement.

- (a) It is the intent of the Parties that the grievance should be brought to the immediate attention of Management and the Union. The initial stage of the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

1.10 Recognition and Rights of Stewards

- (a) Employees shall be permitted to appoint one (1) Steward, and one (1) Alternate Steward, if required, at each location, and the Company will be advised of such appointments and subsequent changes in writing.
- (b) A reasonable allowance of time during working hours will be provided for the steward to investigate, submit and discuss grievances with management without loss of pay.

ARTICLE 2 – UNION SECURITY

2.01 Union Shop

The Company agrees that all employees who are or who may be covered by the Certification of Bargaining Authority issued to the Union by the Labour Relations Board, must be members of the Union and maintain their membership in the Union as a condition of employment.

2.02 New Employees

The Company shall require new employees to complete an application for membership in the Union and checkoff authorization on the date of hire. The Company shall return the completed form to the Union not later than thirty days from the date of employment. The forms will be supplied by the Union.

2.03 Membership Maintenance

As a condition of employment, all employees shall pay monthly dues and or initiation and reinstatement fees, by payroll deduction. The Company shall deduct from each new employee's first payroll cheque an amount equal to the Union dues, provided the employee has worked five days in that calendar month. The new employee's name and the amount deducted, shall be added to the closest applicable check-off; i.e. if the check-off for that month has already been remitted, it shall be added to the following month's check-off, and shown as the previous month worked.

2.04 Remittance

All deduction as required under Sections 2.02 and 2.03 shall be made in each calendar month the employee is employed by the Company.

- (a) The monies so deducted shall be forwarded by the Company to the Secretary of the Union not later than the 15th day of the following month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for whom deductions were made and the amount of each deduction.
- (b) All other remittances required for Medical coverage, Weekly Indemnity, Dental and Pension, or any other coverage required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th of the month following the month in which the coverage is required

ARTICLE 3 – MANAGEMENT

- 3.01** The union recognizes the right of the Company to demote, transfer, or discharge any employee, subject to the provision of the grievance procedure.
- 3.02** 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.
- 3.03** The Company reserves the right to post Company policies and to alter the policies from time to time, provided such policies do not conflict with the provisions of the Collective Agreement.

ARTICLE 4 – HOURS OF WORK

4.01 **Work Week**

The work week shall consist of five shifts, worked consecutively, with two consecutive days off, one being Sunday. Shifts shall be worked in sequence starting with the beginning of the First Shift.

4.02 **Meal Periods**

- (a) A meal period of at least one-half (1/2) hour shall be scheduled in the middle of each shift. Employees shall not be required to work through a meal period.
- (b) Employees required to work more than two hours immediately following their regular shift, shall be paid up to fifteen dollars (\$15.00) meal allowance upon receipt. The meal period of one-half (1/2) hour shall be counted as time worked but paid at straight time rates. The preceding condition shall apply every four hours of work thereafter.

4.03 **Rest Periods**

A paid rest period of ten minutes shall be allowed as close to the middle of each half of each shift as reasonably possible.

4.04 **Day Shift**

The hours of work on the first shift shall be eight hours per day and forty hours per week, Monday to Friday inclusive. The hours of work shall be between 7:00 a.m. and 6:00 p.m.

4.05 **Afternoon Shift**

If a second shift is employed the hours of work per day shall be eight hours per day and forty hours per week, Monday to Friday inclusive. A premium of \$1.00 per hour shall be paid for all hours worked on this shift. The hours of work shall be between 2:00 p.m. and 12:00 midnight.

4.06 Tuesday to Saturday Work Week

The Tuesday to Saturday work week shall be eight (8) hours per day and forty (40) hours per week, Tuesday to Saturday inclusive. Sunday and Monday shall be the regular days off and any work performed on these days shall be paid at overtime rates, except at changeover.

4.07 Shift Rotation

Where reasonably possible, shifts shall be rotated evenly among all employees as follows: two (2) weeks First Shift; two (2) weeks Tuesday to Saturday; two weeks Second Shift.

4.08 Shift Change

The Company shall give employees fourteen (14) calendar days notice of a shift change, except in the event of an emergency such as employee absence or customer break down. Shift schedules and changes to the schedule shall be posted.

4.09 Clean-Up Time

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.

4.10 Shift Break

Every employee will have eight (8) hours' rest between shifts. If any employee is instructed to report to work at a time later than his regular starting time to allow the eight-hour break, the employee shall be paid for a full shift, for which he is reporting.

4.11 Guarantee

- (a) Employees reporting for work at the start of their regularly scheduled shift of the week, shall be guaranteed forty (40) hours per week unless the employee was told not to report for work prior to the end of their regular shift during the previous calendar week.
- (b) In the event of fire, power failure in excess of thirty (30) minutes, flood or other emergencies beyond the control of the Company, employees will be paid only to the time of the forced layoffs.

ARTICLE 5 – OVERTIME

5.01 Overtime Entitlement

All hours worked outside the regular hours and outside the established shift hours shall be considered overtime and shall be paid for at the following overtime rates.

- (a) All hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week shall be classed as overtime; and shall be paid for at time and one half (1 1/2x) for the first two (2) hours worked in excess of eight (8) in one (1) day, and double time (2x) thereafter; and double time for all hours worked in excess of forty-eight (48) hours in a week.
- (b) Employees called in before the regular starting time shall be paid at appropriate overtime rates for time worked prior to their regular starting time. This Section shall not apply where the Overtime resulted from a shift change requested by the employee.
- (c) Employees who are required to work more than four and one-half hours without a meal period shall be paid at the rate of double time for one-half hour in which to consume their meal. It is understood that such employees will still work the regular number of hours in their shift.
- (d) Subsections (a), and (b) do not apply to employees engaged in annual stocktaking. Except for Statutory Holidays, time and one-half shall be paid for all overtime. Double time rates shall be paid for Statutory Holidays. All parts personnel must be in full attendance for taking annual inventory.

5.02 Overtime Voluntary

Employees shall be canvassed, in order of highest seniority first, as to their willingness to do overtime work and shall have the option of refusing such work. In the event that overtime commitments cannot be met on this basis, the qualified employee with the least seniority shall be selected. A voluntary overtime list may be created and employees will be required to opt-in in order to be eligible to overtime work. If an employee refuses to work overtime for two (2) or more consecutive calls. They may be removed from the list.

It is agreed that overtime may be necessary to respond to customer requirements and the efficient operation of the business. When possible, and subject to continuity in work in process, employees will be required to work overtime, as requested by management, to complete the job they are currently assigned.

5.03 Minimum Call – Out

Any employee re-called to work after his/her normal working hours shall be paid at the following rates:

Journeyman Mechanic	2 hours minimum call out at double time rate
Partsperson	1 hour minimum call out at double time rate

All Call-Out time beyond the minimum will be paid at double time rates and will be calculated to the next full half-hour increment.

5.04 Banking Overtime

Employees have the option of banking overtime on a straight time basis. Upon the request of the employee, duly authorized on the time card, the Company shall accrue appropriately equivalent overtime hours i.e. banking four hours of double time equals 8 hours of straight time.

- (a) A maximum of eighty (80) hours may be banked and when any portion is used the employee will have the option of banking back to eighty (80) hours.
- (b) Banked overtime will be accrued at the rate earned and paid out accordingly.
- (c) All unused banked overtime must be paid out at the end of the Employer's fiscal year. That is, no banked time can be carried over a fiscal year end.
- (d) Unless otherwise mutually agreed with the manager, employees must give at least 14 calendar days notice of their intention to take Banked Time in order to take time off work. Banked Time cannot be added to annual vacations or taken when another employee in the same classification is on vacation.
- (e) Banked overtime shall be considered as time worked and employees who are off on banked overtime during a Statutory Holiday shall also be entitled to the Holiday pay.
- (f) In the event of termination, all banked overtime owed shall be paid. In the event of a lay-off, employees shall have the option of taking all or a portion of banked overtime owed or taking it at a later date.

ARTICLE 6 – DISMISSAL, SUSPENSION AND DISCIPLINE

6.01 Discipline or Dismissal

The Company shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

6.02 Notice of Dismissal and Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons. All dismissal and suspensions will be subject to formal grievance procedure under Article 7. A copy of the written notice of dismissal or suspension shall be forwarded to the Shop Steward within one (1) week of the action being taken.

6.03 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. The employee shall not be requested or permitted to sign such document, other than to acknowledge receipt, or make any written statement upon it. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of his/her personnel record. Any such document, shall be removed from the employee's file after the expiration of one (1) year from the date it was issued, provided there has not been a further infraction within the said one (1) year period. Suspensions may remain on an employee's record permanently, subject to mutual agreement by the Company and the Union. The Company agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee and the Union were not aware at the time of filing.

6.04 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provisions shall be made on the employee appraisal form of an employee to sign indicating that the employee has read it. The employee shall sign in the place provided. An employee shall receive a copy of the employee appraisal. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

6.05 Personnel File

An employee or the Business Representative of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee personnel file in the presence of a Company representative.

6.06 Right to Have Steward Present

- (a) An employee shall be told of their right to have his/her steward present at any discussion with supervisory personnel which might be the basis of disciplinary action. Where a supervisor intends to interview employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This clause shall not apply to those discussions that are of an operational nature or do not involve disciplinary action.
- (b) A Steward shall have the right to have the Business Representative of the Union present at any discussion with supervisory personnel which might be the basis of disciplinary

action against the steward, providing this does not result in an undue delay of the appropriate action being taken.

ARTICLE 7 – GRIEVANCE

- 7.01** 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 co-operate in an effort to adjust such grievances at the earliest possible time.
- 7.02** All grievances and disputes must be filed in writing with the Shop Steward and the Company within seven (7) days of occurrence. The agreed procedure for adjusting such matters is as follows:
- (a) By discussion between the Shop Steward and the Manager of the employee's department 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 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.
- 7.03** 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 employee 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 shall be submitted to Arbitration.
- 7.04** It is agreed that the time limits in each step mentioned above may be extended, if mutually agreed to.
- 7.05** The Company agrees that the Shop Steward will be granted time during working hours for the purpose of investigating and processing grievances. For such time required, the Shop Steward shall obtain permission from his/her Supervisor. Such permission shall not be unreasonably withheld.
- 7.06** **Payroll Discrepancies**
- Any payroll discrepancies must be brought forward to the Company or by the Company within six (6) months of the error being made, subject to special circumstances that precluded delivering such notice.**

ARTICLE 8 – ARBITRATION

8.01 Arbitration Procedure

- (a) If the said grievance or dispute cannot be resolved under the procedures outlined in Section 2, it shall be submitted to an Arbitration Board. The Board shall consist of two (2) Representatives, one (1) selected by the Company and one (1) selected by the Union. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration. These two (2) Representatives shall have power to render a decision which shall be final and binding on both parties, if they are in mutual agreement. If they are unable to reach agreement within two (2) days, they shall, within four (4) days select a Third Party who shall be a disinterested person and who shall be Chairperson.
- (b) In the event of the failure of the two (2) Representatives to agree upon a Chairperson, he/she shall be appointed by the Honourable Minister of Labour of the Province of British Columbia. The same Arbitration Board shall forthwith sit, hear the Parties and their representations and determine its award and shall make and deliver its award to the Parties within fifteen (15) days from the date the Chairperson was named, or within such longer period as the Parties may agree to. The decision of a majority shall be final and binding on all Parties. Each Party hereto agrees to forthwith pay to the Chairperson one-half (1/2) his/her fee and expenses.
- (c) The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement

ARTICLE 9 – SENIORITY

9.01 Lay-offs and Re-call

- (a) In the event of lay-offs, seniority shall be observed. The principle of last person on, first person off shall prevail, in each department
- (b) When vacancies occur, the company shall rehire laid-off employees according to their seniority and the principle of last person off, first person on, shall prevail, in their department, provided the employee has the ability to perform the work available.

9.02 Discussion with Union Prior to Layoff Out of Seniority

When employees are to be laid off out of seniority, the Company shall discuss the layoff with the Business Representative and the shop steward, prior to notifying the employee.

9.03 New Employees/Recall

New employees will not be hired in a classification while employees in the same classification are on layoff.

9.04 Probation

- (a) When a new employee is hired, it is agreed that they shall be on probation for ninety (90) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.
- (b) All new Service employees hired after date of ratification must complete the online portion of the professional level of the Pro-Path system within ninety (90) days of the employee's date of hire. A new employee will not exit the probationary period of their employment until such training is complete. Failure to complete such training will be grounds for termination of employment. All new hires will not qualify for Company supplied benefits until they have satisfied the requirements of their probationary period.
- (c) It is agreed that the probation period for a new employee may be extended by mutual agreement between the Company and Union.

9.05 Bargaining Unit Seniority

An employee promoted out of the Bargaining Unit shall retain accumulated seniority up to a maximum of one (1) year. It is agreed that this period may be extended by mutual agreement between the parties.

9.06 Layoff

When a layoff becomes necessary, probationary employees shall be laid off first; thereafter, the Company may either lay off 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.

9.07 Seniority Retention

A laid off employee shall retain seniority and recall rights with the Company in accordance with the following:

- (a) Less than six (6) months of seniority – one (1) month following the date of layoff;
- (b) Six (6) months and less than forty-eight (48) months of seniority, six (6) months following the date of layoff;
- (c) Forty-eight (48) months of seniority or more, eighteen (18) months following the date of layoff;

9.08 Seniority Maintained and Accumulated

Seniority will be maintained and accumulated during absence due to:

- (a) A compensable accident.

- (b) Serving in the non-permanent Armed Forces of Canada.
- (c) Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
- (d) Lay-off. Seniority accumulation during layoff will not bring an employee into a longer retention period than provided in Section 9.07 above.

9.09 Seniority Not Accumulated

Seniority will be maintained, but not accumulated during absence due to:

- (a) Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
- (b) Authorized leave-of-absence.

9.10 Seniority Broken

Seniority will be broken by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave-of-absence, unless for legitimate cause.
- (c) Is recalled to work and does not report within three (3) working days of receiving notice by e-mail and telephone number supplied by the employee, unless failure to report to work proved to be unavoidable.

It being understood that the employee may refuse a recall of less than three (3) continuous weeks duration. It is understood that employees who refuse work under this section cannot bump a junior employee who accepted the work for the period of time which he earlier refused.

- (d) Discharged and not reinstated under the terms of this Agreement.
- (e) Lay-off exceeding the employee's seniority retention period.

9.11 Seniority List

Upon request, the Company will provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced employment with the Company, and their classification.

9.12 Job Posting

When a job is available, the Company will immediately place a notice of such vacancy on the notice board for five (5) working days before posting externally.

9.13 Transfer Between Locations

Employees shall be canvassed, in order of highest seniority first, as to their willingness to transfer between locations and shall have the option of refusing such work. In the event that work commitments cannot be met on this basis, the qualified employee with the least seniority shall be selected.

ARTICLE 10 – STATUTORY HOLIDAYS

- (a) All employees covered by this agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages.

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Day before Christmas
Labour Day	Christmas Day	Victoria Day
Thanksgiving Day	Boxing Day	Family Day

Afternoon shift on New Years Eve will be from 10:00 a.m. to 6:30 p.m.

Employees shall receive a total of twelve (12) Statutory Holidays per year. In the event that a new Holiday is declared by the Provincial or Federal government, one (1) of the unofficial Holidays currently recognized may be replaced with the newly declared official Holiday.

- (b) (1) The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that when Statutory Holidays fall on a Saturday or a Sunday, they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- (2) Provided there is mutual agreement between all Parties effected, when a holiday falls on Saturday or a Sunday the Friday or the Monday may be celebrated as the Holiday. The Union, through the senior Steward will canvass the employees in order of seniority as to their preference of days off. Holidays shall be consecutive, and any work performed on such days shall be paid at the appropriate overtime rate.
- (3) In the event a Holiday falls on an employee's scheduled day off, the employee shall observe the Holiday on his/her next scheduled work day following the Holiday; or on the last scheduled work day prior to the Holiday. The number of employees who may take the day off before or after the Holiday will be determined by management a minimum of thirty (30) days prior to the Holiday, and seniority will be the determining factor on which employees may select the day prior or after the Holiday.
- (4) If an employee is on a scheduled day off on the day where a Holiday falls, and does not wish to take the preceding or next day off, he/she may schedule an alternative day off within the thirty (30) days following the Holiday by mutual agreement with the Manager.
- (c) In order to qualify for eight (8) hours' pay for a Statutory Holiday, as enumerated in sub-sections (a) and (b), the employee must have:
- (1) Thirty (30) calendar days' employment with the company.
 - (2) Worked any part of the regularly-scheduled work day prior to and the first regularly scheduled work day following the Holiday.

10.01 Work On A Holiday

If an employee works on a General Holiday, the employee shall have the following options.

- (a) To receive holiday pay for the general holiday, plus double time for the time worked on the holiday, or
- (b) To receive double time for the time worked on the holidays, and to take a paid day off on another day, mutually agreed in lieu of holiday pay.

ARTICLE 11 – VACATIONS WITH PAY

11.01 Vacation Pay

The vacation allowance shall be drawn on the working day preceding the vacation providing the vacation has been scheduled one week in advance. Employees shall be paid their regular wages for the period of the vacation taken.

11.02 Vacation Eligibility

Vacation credits and pay shall be calculated from the anniversary date of employment. When an employee reaches his qualifying anniversary date, he will become entitled to an additional weeks vacation with pay in accordance with the Vacation Entitlement Section in this Agreement.

11.03 Vacation Scheduling

The Employer, starting on January 15th each year, will post a notice to inform the employees that by March 15th, all employees are to choose the date of their vacation. The Employer shall grant their requests according to seniority.

This schedule will be approved and posted by the last day of March. Once approved by the Employer, the schedule shall not be changed except by mutual agreement between the employee and the Employer.

Employees requesting vacation after the Employer has approved the vacation scheduled shall be granted vacation on the basis of seniority but such employee shall not bump into vacation dates on the approved schedule. **A holiday request less than twenty-four (24) hours' notice, unless approved by a Manager, will be considered a leave of absence and will be unpaid.**

11.04 Changes in Vacation Schedule

No employee will be required to alter a scheduled vacation within two (2) months of his/her scheduled vacation.

11.05 Vacation Entitlement

Vacations shall be granted in accordance with the following:

- (1) After one (1) year of service, two (2) weeks' vacation with full pay or 4% of the previous year's gross earnings, whichever is the greater which must be granted in a continuous period.
- (2) After three (3) years of service, three (3) weeks' vacation with full pay or 6% of the previous year's gross earnings, whichever is greater.
- (3) After nine (9) years of service, four (4) weeks' vacation with full pay or 8% of the previous year's gross earnings, whichever is the greater.
- (4) After twenty (20) years service, five (5) weeks' vacation with full pay or 10% of the previous year's gross earnings, whichever is greater.

The Company agrees to provide each employee with an itemized vacation adjustment statement annually. The Company will provide the statement to each employee at the employee's annual vacation anniversary date. The itemized vacation adjustment statement will show the employee's previous vacation year's gross earnings from anniversary date to anniversary date, the appropriate percentage of the previous year's gross earnings, the amount the employee has been paid in the current vacation year, the difference between the amounts and the amount owed, if any. On the anniversary date of each employee, a vacation adjustment of the difference between the amount paid to the employee for vacations in the previous year and any amount remaining in the vacation account for the previous years vacations will be paid out to the employee.

11.06 No Carry Over

Unless otherwise mutually agreed, each employee shall be required to take the full annual holiday period that he/she is entitled to under the provisions of this Agreement. Any agreed-to carry over is subject to a five (5) day maximum.

ARTICLE 12 – WAGES AND ALLOWANCES

12.01 Wages

Wages and Classification shall be those agreed upon and set out in Appendices attached hereto and forming part of this Agreement.

12.02 Pay Days and Pay Cheques

Wages shall be paid at least twice a month (bi-weekly) via the Company's direct deposit payroll program. The Company shall be allowed the opportunity to make a change to pay dates by mutual agreement with the Union.

The Company shall provide a paystub with each pay showing the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable therefrom. The statement shall also show the total wages for the pay period and the total deductions therefrom.

12.03 Pension Plan

(a) Contribution

The Company shall contribute Three Hundred (\$300.00) Dollars per month, for each full-time employee in the bargaining unit, to Pension Plan designated by the Union. To be eligible, for this benefit, employees must have completed their probation period.

The employee may choose one (1) of the following two (2) options to add to the Employer's contribution of three hundred (\$300.00) dollars per month.

- (a) To add sixty (\$0.60) cents of the employee's wages bringing the total of their contribution to four hundred (\$400.00) dollars per month or
- (b) To add one dollar and twenty (\$1.20) cents of the employee's wages bringing the total of their contribution to five hundred (\$500.00) dollars per month.

(b) Participation

All employees in the bargaining unit, who are eligible pursuant to (a) above, shall participate in the Plan as a condition of employment. Employees may elect in writing, to have additional contributions to the Plan deducted from their wages. Unless otherwise agreed, such election cannot be changed more than once in every six months.

It is agreed that each existing employee and new hire employed in the roles of Parts Delivery Driver, Shipper Receiver, and/or Shop Helper may choose instead, upon hire, to add the Company's contribution directly to their wage for a maximum period of **one (1) year**. After the expiry of **one (1) year**, each employee must elect to direct their Pension contributions to the Union Pension Plan.

(c) Remittances

Employer and employee contributions shall be forwarded by the Company to the Plan not later than the fifteenth (15) day of the month following that for which contributions cover. The Company must use the report forms provided by the Plan.

12.04 Boot Allowance

After twelve (12) months service, the Company shall, during each Collective Agreement year, reimburse each employee to a maximum of two hundred and fifty (\$250.00) dollars per year, for the purpose of anti-slip safety boots or shoes that are CSA approved. This allowance may be used for boot repairs (resoling **insoles** and laces) for which receipts are required. A proof of purchase must be presented in order to receive reimbursement. **Any unused portion can be carried over to the following year.**

Boots purchased within thirty (30) days of an employee's resignation will not be reimbursed by the Company.

12.05 Tool Allowance

- (1) Journeyperson Mechanics and Mechanic Apprentices with twelve (12) months service shall receive four hundred **and fifty (\$450.00)** dollars for each employee who files with the Employer a detailed tool inventory in excess of one thousand (\$1,000.00) dollars of tools necessary to perform their duties. When an employee who is eligible under this program has purchased tools in excess of four hundred **and fifty (\$450.00)** dollars, they must be compensated by the Company; all eligible employees must supply receipts to the Company equal to the tool allowance and submit once every Agreement year.

Tools purchased within thirty (30) days of an employee's resignation will not be reimbursed by the Company.

- (2) Upon verification that an employees' personal tools have been damaged or stolen during the course of an employee's employment duties, the Company shall replace them except in cases of gross negligence.
- (3) To be eligible for this benefit, a tool inventory list must be on file with the Company. Digital photos of the tools, approved by the Service Manager, are acceptable for tool inventory purposes.
- (4) It is the Employee's responsibility to update his/her tool inventory with the Company on an annual basis starting from his/her date of hired.
- (5) The Company shall provide and maintain an adequate supply of creepers.
- (6) Lithium Battery Allowance: Journeyperson Mechanics and Apprentices shall receive a one hundred and fifty (\$150.00) dollar allowance every three (3) years on batteries purchased after date of ratification. Batteries purchased must have the serial number registered with the Service Manager along with proof of purchase in order to receive this allowance. Only those batteries registered are eligible to be replaced with the battery allowance.

Any excess expenses spent on lithium batteries, over and above the one hundred and fifty (\$150.00) dollars, can be submitted for reimbursement under tool allowance if room is available within the contract year it was purchased in.

12.06 Tool Insurance

The Company shall insure employee hand tools and tool boxes for fire, theft and accidental damage to a maximum of twenty-five thousand (\$25,000.00) dollars with a two hundred and fifty (\$250.00) dollar deductible, provided that an inventory list or digital photos has been filed with the Company. The Company will supply each employee with a proper Tool Inventory Form on

which employees can list their tools. Each Employee will be required to submit a mandatory, updated tool inventory list or digital photos to the Company.

12.07 First Aid Allowance

Employees, as approved by the Company and holding First Aid Tickets, shall receive the follow premium for every hour worked:

\$0.50	Level 1
\$0.75	Level 2
\$1.00	Level 3

It is understood that only one (1) designated First Aid Attendant on shift is eligible for the First Aid premium, and First Aid Attendants will be paid only to the qualification level required by WorkSafeBC.

12.08 Travel Time

- (a) When an employee is required to work at points outside the city in which the Company is located, he/she shall receive travelling time on the following basis:

Travel time during the employee's regular shift hours will be paid for at straight time.

Travel time authorized by the Company outside the employee's regular shift hours, will be paid for at time and one-half (1 1/2) up to a maximum of eight (8) hours in any twenty-four (24) hour period.

Employees shall also be provided with fares, suitable accommodation. Meals will be reimbursed up to sixty-nine (\$69.00) dollars per day when accompanied by original receipts.

- (b) No employee shall use his/her motor vehicle on Company business.

12.09 Off Premises Work

Employees required to work off Company's premise or report for work outside the Nanaimo area, which necessitates their being absent from home overnight, shall be paid two **dollars and twenty-five cents (\$2.25)** over their regular wage rate for all hours worked off Company premises.

Employees engaged in overhaul and repair work-performed off Company premises shall receive two dollars **and twenty-five cents (\$2.25)** over their regular wage rate for all hours worked off Company premises. When exceptional circumstances exist, the Parties will discuss other arrangements.

Effective July 1, 2026, shall be paid two dollars and fifty cents (\$2.50)

Effective July 1, 2027, shall be paid two dollars and seventy-five cents (\$2.75)

12.10 On Call Phones

In addition to any callout pay, employees who carry the phone will receive the following allowance:

Parts Department	\$90.00 per week
Service Department	\$90.00 per week

Employees who carry a phone after hours and on weekends, can carry on with normal activities providing the employee is able to respond to the phone and callouts. This would be filled on a voluntary basis. Employees will be canvassed in order of highest seniority first as to their willingness to carry the phone. In the event that the phone commitments cannot be met on this basis, the qualified employee with the least seniority shall be selected.

12.11 Severance Pay

- (1) When employees with two or more years of seniority are on lay-off for a period which exceeds their recall rights, the Company shall pay such employees two (2) weeks severance pay. Such employees have the option of taking their severance prior to the expiry of their recall rights, but forfeit all recall rights in doing so.
- (2) When employees with two or more years of seniority are terminated due to amalgamation, Plant closure or automation and the Company is unable to provide such employees with suitable, alternate employment, such employees shall be paid severance pay as follows:
 - (a) After the completion of employment of two years, one weeks pay, and
 - (b) One additional weeks pay for each additional year of completed employment to a maximum of 8 weeks pay
 - (c) One weeks pay shall be defined as amount equal to 40 hours times the employee's current classification rate.

ARTICLE 13 – SPECIAL AND OTHER LEAVE

13.01 Jury Duty

Any regular full time employee who has past the probation period who is required to serve as a juryperson or is subpoenaed to appear as a witness on a day on which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for jury or witness duty and his/her regular straight time rate of pay for his/her regular scheduled hours of work. It is understood that such reimbursement shall exclude travel allowance and shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay 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. When practical, employees on jury duty will make themselves available for work before and after such duty.

13.02 Bereavement Leave

In the event of a death in the immediate family of an employee, the Company shall grant 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, grandparents, mother-in-law, father-in-law, spouse's grandparents, brothers and sisters, aunt, uncle, niece or nephew.

In the event of a death in the spouse's family, the Company shall grant one (1) day leave-of-absence with pay if the employee attends the funeral; or up to three (3) days leave-of-absence with pay if the employee is travelling off Vancouver Island to attend the funeral. The term "spouse's family" shall mean spouse's grandparents, brothers and sisters.

The employee must notify the Company of their eligibility to the Bereavement Leave within the pay period that they become eligible to the leave.

13.03 Leave For Union Business

If an employee is elected to act as a delegate for the Union, he/she shall be allowed leave-of-absence of up to one week without pay for the transaction of Union business provided that the Company has been given at least fourteen (14) calendar days notice.

13.04 Leave For Union Representative

If an employee is elected to serve the Union on a full time basis, he/she shall be considered to be on leave-of-absence without pay for a maximum period of two (2) years. The company must be given as much notice as possible. Upon return, he/she shall be re-employed at the same type of work which he/she performed prior to his/her leave-of-absence and with seniority accumulated, provided that not more than one employee be absent at any one time.

13.05 Leave-Of-Absence

Upon written request of an employee, the Company may grant leave-of-absence without pay for justifiable reasons. Such leave-of-absence must not exceed three (3) calendar months. Any leave granted hereunder shall be in writing and a copy given to the Shop Steward and the Union. During the term of any leave-of-absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave-of-absence and employment with the Company. This will not apply to leave-of-absence relating to Union business.

ARTICLE 14 – GENERAL PROVISIONS

14.01 Protective Clothing

Protective clothing other than coveralls shall be supplied by the Company to all employees whose duties entail work injurious to their clothing.

14.02 Coveralls

Coveralls or coats shall be supplied free of charge to employees. Employees are expected to take reasonable care of clothing and equipment supplied.

14.03 Rain Gear

Rain gear will be supplied as a tool crib item

14.04 Gloves

The Company shall supply work gloves and welder's gloves as required at no cost to the employee. Gloves will be replaced on acceptable verification of loss.

14.05 Eye Protection

The Company shall provide eye protection wear, one for those that wear corrective glasses and one for those that do not wear corrective glasses.

14.06 Parts Clothing

The Company shall supply shirts and pants for Parts Department persons as follows:

- (a) The Company to supply two (2) shirts each year.
- (b) **The Company will reimburse up to one hundred and ten (\$110.00) dollars every two (2) years for work pants. Original, itemized receipts are required for reimbursement.**
- (c) Employees to be responsible for cleaning and repair to a reasonable Company standard.
- (d) Additional replacement in any given year will be subject to management approval.

14.07 Plant Heating

The Company agrees that the Plant shall be heated and adequately ventilated.

14.08 Training

It is mutually agreed that it is in the best interest of the Company and the employees if skills are maintained and upgraded from time to time. Employees are expected to participate in factory training programs which apply specifically to the work the employee performs.

- (a) All employees shall be given equal opportunity to attend training courses during working hours which may be provided from time to time, provided the training pertains to the type of work normally performed by the employee. **Training in the workplace during regular work hours attract premiums.**
- (b) The Company shall pay straight time rates for all training programs as well as meals and travel expenses.

- (c) When employees are sent by the Company for training and are required to travel on a day other than during their regular work week, the Company will pay four hours each way straight time for travel to or from mainland British Columbia and all hours (to a maximum of eight hours a day) at straight time for travel outside of British Columbia. **Training completed offsite does not attract premiums.**

14.09 Course Tuition and Test Fees

The Company will pay tuition fees for courses, and test fees, for those courses and tests pertaining to the trade of the employees covered by this Collective Agreement upon acceptable completion of course by employee. The employees shall make a request to the Company for the Company's approval before taking such courses or tests. Such approval shall not be unreasonably withheld.

14.10 On-Line Training at Home

If an Employee successfully completes an authorized on-line web course at home, he will receive a payment equal to the allotted time for the course at his current wage rate. **Training completed at home does not attract premiums.**

ARTICLE 15 – HEALTH & WELFARE

15.01 Coverage

Employee benefits will commence on the first day of the month following an employee's successful completion of the probationary period.

15.02 Contributions

The Company shall contribute seventy-five percent (75%) and the employee shall contribute twenty-five percent (25%) of the premium required to provide the following Plan. The employee's contribution shall be divided in such a way that the employee's pays the premium for the Weekly Indemnity and the remainder to go toward the rest of the Plan.

(1) Medical Care Plan

Should the Medical Services Plan of the Province of British Columbia be reintroduced, the Company shall agree to pay for coverage for all employees covered by this Agreement.

(2) Insurance Plan

An approved Insurance Plan shall provide the following coverage:

- | | |
|----------------------|--|
| (a) Life Insurance | \$60,000.00 |
| (b) Weekly Indemnity | equal to two thirds of the employee's weekly rate to a maximum of the E.I. benefits to commence on the first day of accident, seventh day of illness, per week, up to start of LTD coverage. |

(3) **Extended Health Benefits**

Extended medical benefits such as, drugs, ambulance, chiropractors, hospital and out-of-province expenses, etc., **(Policy Number 93175)**.

(4) **Prescription Vision Wear**

Effective with the ratification of the contract, the Company will provide the following Vision Care: Prescription glasses - including frames, lenses or contact lenses, to a maximum of Three Hundred (\$300.00) dollars per family member, but not more than once in every twenty-four (24) months.

Company to supply prescription Safety glasses under the OVP plan to a maximum of Two Hundred (\$200.00) dollars every two (2) years.

(5) **Dental Plan**

An approved Dental Plan shall be provided to all employees covered by this Agreement. The total maximum yearly benefit under this dental plan is \$2,000 per family member per calendar year. Participation will be a condition of employment. Coverage amounts will be in accordance with the Fee Guide for General Practitioners or Specialists of the Dental Association of BC – some dentist may charge more for their services, and such premium will not be covered.

Coverage:

Plan "A"	Basic Dental	100%
Plan "B"	Prosthetic Appliances	75% Major definition
	Crowns & Bridges	50%
Plan "C"	Orthodontics	50%
	To a maximum of \$2,000.00 once in a lifetime per child.	

(6) **Long Term Disability**

Long Term Disability coverage equal to sixty-six and two-thirds percent (66.2/3%) of the employee's monthly earnings, to a maximum benefit of \$2,500.00 per month. The employee pays the complete premium so the benefits will be not taxable.

15.03 Sick Pay

Sick leave will be allowed on the following basis and subject to the following provisions:

- (a) **After ninety (90) calendar days, an employee will receive forty (40) hours of sick leave. At the beginning of each year thereafter, an employee will receive credit for forty (40) hours of sick leave to apply to the current years service.**
- (b) **An employee will accumulate one (1) additional sick day per year, to a total of forty-eight (48) hours per year.**
- (c) **An employee who requests to use their sick leave will have their sick leave allotment reduced by the number of hours not worked that day, a minimum of an hour per day.**
- (d) **Sick leave is not to be used for any purpose other than legitimate personal illness. A doctor's slip may be required.**

- (e) All absences due to illness of more than three (3) consecutive days duration shall require a doctor's certificate to the employee's department manager.
- (f) It is the employee's responsibility to immediately notify (in person, by phone, and if unsuccessful then employees may leave a voicemail, text or email, his or her supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
- (g) The day before and the day after a General Holiday or long weekend may not be used as a sick day unless a proper medical note is provided at the time of the absence at the manager's discretion.
- (h) An employee that has found to have taken sick time other than for legitimate personal illness may be subject to discipline up to and including termination.
- (i) Sick time shall not attract premiums.
- (j) Unused sick days will not carry forward to subsequent calendar years.

15.04 Benefits Off Work

When an employee is on layoff, he/she shall advise the Company if he/she wishes to remain on the Health and Welfare Plan or the B.C. Medical Plan and make arrangements with the Company as to the method of providing and paying the necessary total premiums.

If three (3) consecutive benefit premium payments are missed by the employee while off work, benefits will be temporarily paused, until the employee makes the payment in full, or they return back to work, and payment is made.

15.05 Benefits While on W.C.B. or Off Work Due to Illness

When an employee is on Workers' Compensation or off work due to illness, the Company will pay half of the cost of the Welfare Plan and Medical Plan, provided the employee-member pays his half of the cost by the first of the month to be covered unless other arrangements are made.

- (a) The period of continuation of the coverage will be based on the formula of one (1) month's coverage for each twelve (12) months of completed service.
- (b) The exception will be when an employee is on a Workers' Compensation claim:
 - (i) In the first three months, starting on the 1st of the month following commencement of the claim, the Company will pay seventy-five (75%) percent of the cost of the Welfare Plan and Medical Plan, provided the employee-member pays his twenty-five (25%) percent of the cost.
 - (ii) In the fourth and subsequent months, the Company will pay half of the cost of the Welfare Plan and Medical Plan, provided the employee-member pays his half of the cost. The period of continuation of the coverage will be based on the formula of one (1) month's coverage from the start of an approved WCB claim for each twelve (12) months of completed service from the start of the claim.

ARTICLE 16 – APPRENTICES

16.01 Apprentice Probation

All conditions of this agreement shall apply to Apprentices.

16.02 Ratio

The standard ratio of Apprentices shall be two (2) Apprentices to one (Journeyman Technician (plus two (2) on the Shop Floor) and two (2) Apprentices to one (1) Partsperson. Such ratio may be subject to variations upon mutual agreement between the Company and the Union.

16.03 Apprentice Pay for Trade School

The Company will harmonize with the SUB program of the Employment Insurance Program. When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between 95% of their regular rate of pay and Government subsidies the Apprentice may be in receipt of. If the Apprentice fails to achieve a passing grade, he may be required to repay the Company portion of his wage compensation for the period of the classes.

16.04 Reclassification on Completion

An apprentice, having served his/her required time at the trade, and having passed the necessary examinations, presented by the Apprenticeship and Industrial Training Branch of the Department of Labour and those recognized manufacturer's examinations required by the Employer will automatically be classified as a Journeyman, and paid rates and have conditions as enumerated in this Agreement for the Journeyman classification. Upon mutual agreement between the Company and the Union, this period may be extended for up to six (6) additional months.

16.05 Course Tuition and Test Fees

The Company will pay tuition fees for courses, and test fees, for those courses and tests pertaining to the trade of the employees covered by this Collective Agreement upon acceptable completion of course by an employee. The employees shall make a request to the Company for the Company's approval before taking such courses or tests. Such approval shall not be unreasonably withheld.

The Apprentice shall commit to be employed for an additional five (5) years commencing from the date the Apprentice achieves Journeyman certification. If the Apprentice terminates on their own accord or for just cause, the Apprentice shall re-pay a prorated amount of accrued cost as per the schedule below:

- Within the first year of achieving Journeyman certification – 100%
- One (1) year but less than two (2) years achieving Journeyman certification – 80%
- Two (2) years but less than three (3) years achieving Journeyman certification –

- 60%
- Three (3) years but less than four (4) years achieving Journeyman certification – 40%
- Four (4) years but less than five (5) years achieving Journeyman certification – 20%
- After five (5) years – 0%

If an employee is laid off during the five (5) year schedule above, and does not get recalled to work, the employee will be exempt from repaying all costs of the Apprentice program. If the employee is recalled to work, they shall continue the schedule above.

If the employee withdraws from the Apprentice program, or terminates their employment voluntarily or involuntarily during the Apprenticeship period, the employee shall reimburse the Company the full cost incurred and accrued.

ARTICLE 17 – SAFETY COMMITTEE

It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the Notice Board, and a copy sent to the Union and the Compensation Board.

ARTICLE 18 – MOONLIGHTING

No employee shall undertake any work outside the company premises which could be construed in any way as competitive with the Company. Violations of this clause shall be subject to discipline up to and including termination of employment by the Company.

ARTICLE 19 – SAVINGS CLAUSE

19.01 Savings Clause

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 remaining portions shall continue in full force and effect.

19.02 New Classification

Before any new classification is created, the wage rate thereof shall be settled by negotiations between the company and the Union. If the matter cannot be resolved in this manner either party may refer the dispute to arbitration.

19.03 Existing Conditions

Wages and classifications shall be as agreed upon and shall be attached to and form an integral part of this Agreement. No provision of this Agreement will be used to reduce wages or remove working conditions presently in force. Any improved working conditions introduced by the employer on a trial basis shall be excluded from the provision of this Clause.

19.04 Article Headings Clause

The Article and Section Headings in this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.

19.05 Work Retention and Sub-Contracting

Where the Company's facilities, space and trained personnel are available, the Company shall endeavor to continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.

Where work must be performed by others, the Company shall endeavor wherever possible to have its sub-contract work performed by a Union shop.

ARTICLE 20 – DURATION

20.01 Duration

This Agreement shall be for the period from and including July 1, **2025** to and including June 30, **2028**, 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 (June 30, **2028**), by written notice, require the other Party to the Agreement to commence collective bargaining.

20.02 Notice Precludes Change

Should either party give written notice as provided above, this Agreement shall 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 strike or lockout actually commences, or the parties shall conclude a renewal or revision of the Collective Agreement, or a new Collective Agreement.

20.03 The operation of Section 50 (2) and (3) of the Labour Code of British Columbia Act is hereby excluded.

Signed at _____, B.C. This ____ Day of _____, **2025**.

FOR THE COMPANY:

BERKS INTERTRUCK LTD.

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LODGE 1857

Business Representative

Committee Member

CLASSIFICATIONS AND WAGE RATES

	<u>EFFECTIVE: JULY 1/25 (PER HOUR)</u>	<u>EFFECTIVE: JULY 1/26 (PER HOUR)</u>	<u>EFFECTIVE: JULY 1/27 (PER HOUR)</u>
<u>SERVICE DEPARTMENT</u>			
<u>JOURNEYPerson MECHANICS</u>	\$ 46.72	\$ 48.12	\$ 49.08

<u>MECHANIC NON TICKETED</u>	\$ 42.05	\$ 43.32	\$ 44.18
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(90% of Journeyperson Rate)

Mechanic possesses neither a Red Seal Heavy Duty Technician nor a Red Seal Commercial Transport Technician Journeyperson Qualification. Applies to employees hired after July 1, 2019.

Current employees being paid the Journeyperson rate are grandfathered at that classification.

APPRENTICE MECHANICS (Percentage of Journeyperson Rate)

1 st six months	50% of Journeyperson Rate
2 nd six months	55% of Journeyperson Rate
3 rd six months	60% of Journeyperson Rate
4 th six months	65% of Journeyperson Rate
5 th six months	70% of Journeyperson Rate
6 th six months	80% of Journeyperson Rate
7 th six months	90% of Journeyperson Rate
8 th six months	95% of Journeyperson Rate
Thereafter	Journeyperson Rate

Apprentice rates will be in accordance with Skill Trades BC. If the ten (10) month foundations course is completed prior to hire, the employee will start at 60%.

Premium for Cummins Engine Certification	\$0.50 per hour
Master Technician	\$0.25 per hour per tier, up to 4 tiers
Class 1 License	\$1.00
Isuzu Certification	\$1.00 per hour
Motor Vehicle Inspector's License	\$1.00 per hour
Dual Ticket Holder (Red Seal Welder and Red Seal Mechanic)	\$1.00 per hour

Valid training certifications must always remain on file with the Company. Employees are required to provide payroll updated certifications within one payroll period (2 weeks) of their certification expiring. If the valid training certification is not received, the premium attached will be removed temporarily. No retro will be provided on training certificates received more than one

(1) pay period beyond expiry.

CHARGEHAND

Paid one hour at the employee's regular rate in addition to regular wages for each regular shift worked or half of a regular shift or more worked.

Should there be a Service Advisor working on shift to support the Chargehand, the Chargehand premium shall be 7% of the employee's regular rate (without premiums) per hour for time spent performing the duties of Chargehand with a Service Advisor.

It is understood that there is only one (1) designated Chargehand per shift.

LUBRICATION PERSON

(50% of Journeyperson rate)

Duties include performing lube, oil filter changes and minor repairs (i.e. replace light bulbs, etc.). When employee is not performing lube and oil filter changes, employee may perform shop clean-up.

\$ 23.36 \$ 24.06 \$ 24.54

**= 2025 increases will be 7.5% of the 2024 rates. The 2026 increases will be 3% of the 2025 rates.
The 2027 increases will be 2% of the 2026 rates.**

<u>EFFECTIVE:</u> <u>JULY 1/25</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JULY 1/26</u> <u>(PER HOUR)</u>	<u>EFFECTIVE:</u> <u>JULY 1/27</u> <u>(PER HOUR)</u>
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PARTS DEPARTMENT

<u>JOURNEYPERSON</u>	\$ 39.65	\$ 40.84	\$ 41.65
<u>PARTSPERSON NON TICKETED</u>	\$ 35.68	\$ 36.75	\$ 37.49

(90% of Journeyperson Rate)

Partsperson who does not possess a Red Seal Journeyperson Qualification.

Applies to employees hired after July 1, 2019.

Current employees being paid the Journeyperson rate are grandfathered at that classification.

APPRENTICE PARTSPERSON

(Percentage of Qualified Parts rate)

1 st six months	50%
2 nd six months	55%
3 rd six months	60%
4 th six months	65%
5 th six months	70%
6 th six months	75%
7 th six months	80%
8 th six months	85%
9 th six months	90%
10 th six months	95%
Thereafter	Qualified rate

PREMIUMS – PARTS DEPARTMENT

Parts Incentive Premium- Nanaimo and Duke Point locations only: \$1.15 per hour

Note: this premium is being introduced to replace the Parts Department “profit share plan.” Employees in the Port Alberni location are not eligible to the premium.

Wages calculated for Apprentice Partsperson, Shipper, Receiver, and Driver employed at the Nanaimo and Duke Point locations should use the following calculation: percentage of Journeyperson Parts rate and Parts Incentive Premium.

CHARGE HAND

Paid one hour at the employee’s regular rate in addition to regular wages for each regular shift worked or half of a regular shift or more worked.

Should there be a Service Advisor working on shift to support the Chargehand, the Chargehand premium shall be 7% of the employee's regular rate (without premiums) per hour for time spent performing the duties of Chargehand with a Service Advisor.

It is understood that there is only one (1) designated Chargehand per shift.

EFFECTIVE:	EFFECTIVE:	EFFECTIVE:
JULY 1/25	JULY 1/26	JULY 1/27
<u>(PER HOUR)</u>	<u>(PER HOUR)</u>	<u>(PER HOUR)</u>

SHIPPER, RECEIVER, TRUCK DRIVER

(Percentage of Qualified Partsperson rate).

1st six months 50%	\$ 19.82	\$ 20.42	\$ 20.83
2nd six months 55%	\$ 21.81	\$ 22.46	\$ 22.91
Thereafter 60%	\$ 23.79	\$ 24.50	\$ 24.99

PARTS HELPER/DELIVERY PERSON

Duties include delivery, pickup parts and assist the shipping/receiving department.

1 st six months	Min. Wage	\$ 18.30	\$ 18.66
Thereafter	\$ 19.82	\$ 20.42	\$ 20.83

LOT PERSON:

Duties include jockeying and cleaning vehicles, cleaning the lot.

35% of qualified Partsperson	Minimum Wage	Minimum Wage	Minimum Wage
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HELPER

A limit of two (2) Helpers may be employed. Helpers shall not be permitted to use the "Tools of the Trade" on their own. The Helper shall be paid on a percentage of the Journeyperson Technician rate.

1st six months	Minimum Wage	Minimum Wage	Minimum Wage
Thereafter	\$ 20.64	\$ 21.25	\$ 21.68

= 2025 increases will be 5.5% of the 2024 rates. The 2026 increases will be 3% of the 2025 rates. The 2027 increases will be 2% of the 2026 rates.

APPENDIX "B"

DEFINITIONS

For the purpose of this Agreement the following definitions apply:

1. **Employee** means a person employed by the Company except office staff, sales staff, parts road salesperson who do not work in the Parts Department and person's who are employed to perform the functions of a manager.
2. ***A Charge Hand** is a Journeyperson who is assigned to instruct others in the performance of their work and may be held responsible for work distribution, shop organization, overseeing the shop and other duties that may be assigned by management. It is not a separate classification.
4. **A Helper** is an employee who is assigned to assist a Journeyperson in the Trade in the performance of his/her duties, as well as jockeying vehicles, pick-up and delivery, steam cleaning.

LETTER OF UNDERSTANDING No. 1

BETWEEN:

BERK'S INTERTRUCK LTD.

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LODGE 1857**

It is agreed that the Company may institute a work day/week schedule for ten (10) hours per day, forty (40) hours per week under the following terms:

1. The employees participating in this schedule will do so strictly on a voluntary basis.
2. A work week shall be four (4) days exclusive of Sunday (i.e. Monday, Tuesday, Wednesday, Thursday, Friday or Saturday).
3. Two (2) weeks minimum notice of shift change must be given by individuals. If notice is not given at the start of a scheduled forty (40) hour shift then two (2) weeks' notice shall commence after the completion of that forty (40) hour shift.
4. Start and stop times shall be between 7:00 a.m. and **12:00 a.m.**
5. Hours of Work Section 4.01 shall not apply. No other premiums are applicable on this shift.
6. Section 5 – Overtime shall apply with the following provisions:

Overtime Pay shall be calculated using the hourly rates as per Schedules "A" "Wage Rates."

Overtime rates shall apply after ten (10) hours per day and/or forty (40) hours per week.

An employee requested to work on a day that he/she is not regularly scheduled to work shall receive the rate of time and one half for the first ten (10) hours worked and double time thereafter.

7. General Holidays – Section 10 shall apply with the following provisions:
 - (A) When a General Holiday falls on a regularly scheduled working day the employee shall receive the day off and shall be paid for the holiday on a ten (10) hour basis. If a General Holiday falls on a regular day off, it may be taken at a later date on an alternate day or day's chosen by mutual agreement, and shall be paid for stat holiday on a ten (10) hours basis. These days will be allocated on a seniority basis.

(B) Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, the employee 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.

8. This Letter of Understanding shall become null and void sixty (60) days after written notice of cancellation is given by either party.

SIGNED AT _____, B.C.

SIGNED AT _____, B.C.

THIS _____ DAY OF _____, 2025

THIS _____ DAY OF _____, 2025

FOR THE COMPANY:

FOR THE UNION:

BERK'S INTERTRUCK LTD.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LDGE 1857**

BUSINESS REPRESENTATIVE

PRINT NAME

PRINT NAME