

**Memorandum of Agreement**

**Between**

**South Island Auto Tech Ltd.  
Dba Midas**

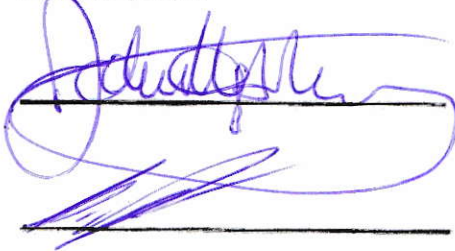
**and**

**International Association of Machinists and Aerospace Workers  
Lodge No. 456**

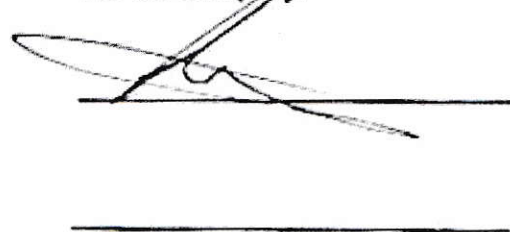
1. This document constitutes the agreed settlement of all outstanding collective bargaining issues with respect to a Collective Agreement.
2. The new Collective Agreement is as contained in this document that will apply.
3. The Parties agree to recommend this proposal to their respective principals
4. This proposal is subject to ratification by the Union.
5. It is understood by the Parties that all items of the Collective Agreement will apply to Date of Ratification.

Dated at Colwood, B.C. this 3 Day of August 2022.

**For the Union:**



**For the Company:**



**AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:**

**SOUTH ISLAND AUTO TECH LTD. Dba MIDAS**

(hereafter called "the Company")

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, LODGE No. 456**

(hereafter called "the Union")

**EFFECTIVE FROM:**

**\_\_\_\_\_ TO AND INCLUDING \_\_\_\_\_**

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**

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**CLASSIFICATION AND WAGE RATES - APPENDIX "A"**

## **SECTION 1 - RECOGNITION**

### **1.01 Bargaining Agent Recognition**

The Company, or any person authorized to act on its behalf, recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement. The Union shall notify the Company of the names of officially-elected committees.

### **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, as provided by the Labour Relations Code.

### **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 their designate. The Union will provide the name and contact information to the Business Representative or their alternate to the Company.
- (b) The Company agrees that all 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 their designate and the steward.

**1.04** 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.

**1.05** 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 checkoff authorization before commencing work. The application for membership and the checkoff 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 checkoff authorization to the Union office. The authorization and application for membership forms will be supplied by the Union.

- 1.06** 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 Union will provide the fee amounts and dues deduction formula to the Company. 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 checkoff 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.
- 1.07** 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.
- 1.08** 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.
- 1.09** Any person performing work with the "tools" of a trade or classification covered by this agreement, shall, if working more than ten percent (10%) 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.
- 1.10** Upon request of the Business Representative(s), (but not more than once in any six-month period) the Company shall furnish a list of all employees in the bargaining unit with their date of commencement of employment and classification.
- 1.11** 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, color, 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 Code. 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.

**1.12** The Company shall not require any member to cross a legal picket line.

**1.13 Job Posting**

All new or vacant jobs shall be promptly posted on the bulletin boards for five (5) days.

**1.14 Recognition and Rights of Stewards**

A reasonable allowance of time during working hours will be provided for the steward to submit and discuss grievances with management.

**1.15 Notify Union Before Discharging Steward**

When the Company finds it necessary to discharge a steward, the Business Agent of the Union shall be notified prior to such discharge.

**SECTION 2 - RESERVATIONS TO MANAGEMENT**

**2.01** The Union recognizes and agrees that except as expressly restricted or modified by this Agreement, all of the rights, powers, and authority which the Company has prior to the signing of this Agreement are retained solely and exclusively by the Employer.

**2.02** Without limiting the generality of Section 2.01, it is agreed that the Company has the following rights.

- a) The hiring, direction of, and assignment of work to the employees;
- b) The right to promote, demote, and lay off employees;
- c) The right to suspend, discipline, and discharge employees for just cause;
- d) The evaluation of performance to establish performance standards;
- e) The making, publication, and enforcement of rules for the promotion of safety, efficiency, and discipline, and for the protection of employees, customers, records, equipment, inventory, and operations;
- f) Determination of the numbers of employees to be employed at any time and the duties to be performed.
- g) The right to set days and hours of operation.

**2.03** Except as expressly provided herein, the exercise by the Company of any right, power, or discretion, preserved or vested in the Company by this Agreement, shall be final and shall not be subject to any limitation or restriction, however this paragraph shall not be construed as barring an employee from recourse to the grievance procedure herein.

**2.04 Work Distribution**

With a view toward maintaining the most harmonious relations possible and the utmost teamwork between fellow employees and the Company, work shall be distributed as evenly as possible amongst the regular employees in their various Classifications.

**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 or to post Union notices.

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, one day's notice shall be given, and permission shall first be obtained from the Management.

**3.02** New employees shall be introduced to the shop steward during their first day of employment.

**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. The standard working day starting and stopping times shall be arranged between the Company and the Union, between the hours of 6:00 A.M. and 10:00 P.M.

**4.02 Determination of Starting and Stopping Times**

The determination of starting and stopping times for work shall be made exclusively by the Company and may be changed from time to time to suit its varying needs and the needs and practices of its customers, upon two (2) weeks' notice to employees affected by the change.

#### **4.03 Meal Periods**

Each employee shall take one-half (1/2) hour unpaid for lunch.

**4.04** 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.

**4.05** The Company agrees to grant all employees covered by this agreement two (2) fifteen (15) minute rest periods each day, one in the forenoon and the other in the afternoon without loss of pay. The time for said breaks to be determined by Management.

#### **4.06 Standard Book Time**

The Company will make the Shop Steward aware of any changes to items on the Standard Book Time, the purpose is to get mutual agreement and to involve the Shop Employees in positive dialog in order to help find ways to attract business.

### **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** Overtime shall be paid at the rate of time and one-half for the first four (4) hours worked after the end of the regular shift, excluding meal period. Double time shall be paid for all hours worked in excess of twelve (12) per day.

Weekly Overtime, provided the employee has worked a minimum of forty (40) hours in a standard week, and if the employee works on a scheduled day off following the completion of a standard week they shall be paid at overtime rates.

Overtime for General Holidays shall be paid at the rate of time and one-half for the first twelve (12) hours. Double time shall be paid for all hours worked in excess of twelve (12) per day.

**5.03** 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 Annual Vacation Entitlement**

Employees will receive and be paid for vacation in accordance with the following schedule:

<u>Years of Continued Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
1 year but less than 5	2 weeks	4% or 2 weeks**
5 years but less than 10	3 weeks	6% or 3 weeks**
10 years and over	4 weeks	8% or 4 weeks**

\*\* Pay at employee's current rate, or the appropriate percentage of the employee's gross earnings including bonus earnings, whichever is greater at the time the vacation.

An employee working less than sixteen hundred hours (1600) per vacation year (cut-off date to cut-off date) will be paid on a percentage of earnings basis. (Time off due to certain leaves-of-absence as provided under Section 13 would be added to the sixteen hundred hours in this Section).

### **Interpretation**

The foregoing provision shall be applied in the following manner:

An employee who reaches their fifth anniversary with the Company, is entitled to three (3) weeks' vacation during the sixth (6th) year of employment, with pay at six percent (6%) of the previous year's gross earnings, or three (3) weeks' pay at their current rate of pay, whichever is greater. The vacation entitlement for subsequent weeks' vacation shall be applied in a similar manner.

### **6.02 Vacation List**

Vacation lists for the purposes of vacation period preference shall be posted on January 2nd of each calendar year. Employees must notify the company on or before February 15<sup>th</sup> of their vacation commitment. Senior employees in each department or classification will be given preference in selecting their vacation periods for the first two (2) weeks of their vacation entitlements. Requests for vacation received after February 15<sup>th</sup> will be considered on a first come, first served basis without regard to seniority.

Employees shall be notified within 2 weeks (February 15<sup>th</sup>) if their vacation request is approved.

**6.03 Vacations Scheduling**

Vacations will, so far as is practicable, be granted to conform with the wishes of the employees concerned, having regard to the necessity of maintaining production and the seniority of the employee.

**6.04 Consecutive Weeks' Vacation**

Employees will be entitled to take two (2) continuous weeks of their vacation.

**6.05** Employees entitled to four (4) weeks' vacation shall be entitled to take two (2) weeks continuously and the other two (2) weeks together or in a separate weekly periods.

**6.06 Changes in Vacation Schedule**

No employee will be required to alter a scheduled vacation within one (1) month of their scheduled vacation.

**6.07 Vacation Based on Anniversary Date**

Vacation time will be calculated annually, based on continuous service with the Company from the anniversary date of employment.

**6.08 Vacation Pay Payable**

The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time

**6.09** Should a General 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.

**6.10** The Company agrees that each employee shall be notified as to the date of their vacation allotment.

## **SECTION 7 - GENERAL HOLIDAYS**

**7.01** All employees shall receive eleven (11) General Holidays with pay at their regular straight time rate. The designated days shall be:

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

or any other day proclaimed by the Provincial Government

(a) To qualify for a General Holiday the employee must have been employed for at least thirty (30) calendar days before the General Holiday and have worked or earned wages for fifteen (15) of the thirty (30) calendar days. To be eligible for the above General Holiday pay, an employee must 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 General Holiday falls on an employee's regular day off, they shall take off the closest regularly scheduled working day prior to or following such General Holiday with full current pay. If the Company decides to open its business on any 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 General Holidays falling on employee's regular days off.

(c) Pay for the above General Holidays shall be in accordance with overtime rates under Section 5.

## **SECTION 8 - DISCIPLINARY SUSPENSION AND DISCHARGE CASES**

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

#### **8.02 Discipline or Dismissal**

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

#### **8.03 Notice of Dismissal and Suspension**

Notice of dismissal or suspension shall be in writing and shall set forth the reasons. All dismissals and suspensions will be subject to formal grievance procedure under Article 9. A copy of the written notice of dismissal or suspension shall be forwarded to the Business Representative within two (2) days of the action being taken.

#### **8.04 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 in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of their personnel record.

Any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, at the request of the employee, provided there has not been a further infraction.

Any warning, reprimand, or discipline which the Company wishes to place on an employee's file, or upon which the Company wishes to rely as part of the employee's work record, will be documented in writing, and a copy of any such document shall be provided to the employee and the Union within seven (7) days from the date the Company was made aware of the matter

#### **8.05 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 for an employee to sign indicating that the employee has read it. The employee shall sign in the place provided. An employee shall upon request, 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.

#### **8.06 Personnel File**

In order to facilitate the investigation of a grievance, an employee or the Business Representative of the Union or their designate, with the written authority of the employee, shall be entitled to review the employee's personnel file in the presence of a Company representative.

### **SECTION 9 - GRIEVANCE PROCEDURE**

#### **9.01 Grievance Defined**

In this Agreement, unless the context otherwise requires, "grievance" means:

- (a) any dispute or difference between the Company and the International Association of Machinists and Aerospace Workers, Automotive Lodge No. 456, governing the dismissal or suspension of any employee bound by this Agreement; and
- (b) any difference between the persons bound by this Agreement concerning its application, interpretation, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable.

#### **9.02 Grievance Procedure Steps**

If any grievance arises, affecting the employees bound by the Agreement, it shall be settled in the following manner, without stoppage of work:

- (1) by discussion between the employee and the manager concerned.
- (2) Failing agreement being reached, the grievance will be discussed by the employee, the steward and the manager concerned.
- (3) Failing agreement, the grievance will be submitted, in writing, within ten (10) working days, by the steward to the manager concerned, who shall reply in writing within five (5) working days.
- (4) Failing agreement, the grievance will be submitted within ten (10) working days by the Union to the management representative who shall reply writing within five (5) working days.
- (5) Failing agreement, either party may refer the grievance to arbitration, as provided in Article 10.

- (6) It is agreed that the time limits in each step mentioned above may be extended, if mutually agreed to, within the time limits of the step for which extension is requested.

## **SECTION 10 - ARBITRATION PROCEDURE**

**10.01** 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 Collective Agreement Arbitration Bureau (CAAB) 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 fees of the arbitrator, meeting room and other cost associated with the arbitrator's duties.

The Arbitrator shall be required to hand down their decision as soon as possible following the completion of the Hearing.

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

## **SECTION 11 - SENIORITY**

### **11.01 Definition**

Seniority shall be the length of service within the Bargaining Unit. Employment with the Employer shall be credited only for calculation of vacation entitlement and pay.

### **Same Day Hiring**

The seniority of employees hired on the same day (relative to other employees hired on the same day) will be determined by drawing cards drawn with ace being the highest card. The highest card will be the most senior, etc. This draw will be done as soon as reasonably practical. The Union will be responsible for administering the draw and providing the Company with the results. The Company may be present for the draw. If the Union cannot be present the Union will appoint a designate to conduct the draw.

### **11.02 Leaving the Bargaining Unit**

An employee who leaves the Bargaining Unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise their seniority to return to the Bargaining Unit for a period of nine (9) calendar months. After the expiry of that period, the Employee's Bargaining Unit seniority shall be lost.

### **11.03 Probationers**

New employees shall service a probationary period of ninety (90) days worked. The probationary period may be extended by mutual agreement between the Company and the Union.

Management shall solely determine if an employee completes their probationary period based on the standard of general suitability.

Seniority, shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be back dated to their date of hire.

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.

### **11.04 Loss of Seniority**

Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (b) is discharged for just and reasonable cause;
- (c) is laid off and recalled, and fails to return to work in accordance with this Agreement, or is laid off and not recalled to work prior to expiration of the recall period;
- (d) after layoff, fails to report to work for three (3) working days after being recalled by telephone and registered letter;
- (e) if absent without leave for five (5) working days without legitimate reason, or is on continuous layoff for three (3) months;
- (f) uses an authorized leave of absence for a purpose other than that which the leave was granted; or
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

## **SECTION 12 - GENERAL CONDITIONS**

- 12.01** 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 WorkSafe BC
- 12.02** Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.
- 12.03** The Company agrees to provide lunch space(s) of a sufficient size to accommodate the staff.
- 12.04** The Company agrees that the plant(s) shall be heated and adequately ventilated.
- 12.05** No employees shall leave the premises for any purposes whatsoever during their working hours without securing permission from their manager. Provided however, that where an employee's normal duties require the employee to leave the premises, the manager shall give such employee definite instruction as to their duties and the requirements for such permission.

### **12.06 Communication Devices**

Personal communication devices may be used during the hours of work for the exchange of work-related information. Except in emergencies, all personal incoming and outgoing communications are permitted only during coffee and lunch breaks.

- 12.07** 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.

### **12.08 Driver's License**

Any employee whose job includes driving customers' or Company vehicles must maintain a current and valid British Columbia driver's license at a minimum level of Class 5 or Class 7 N (novice).

Employees without a current, valid British Columbia driver's license will not be allowed to operate any vehicles while employed by the Company. Should an employee's license be suspended or should loss of license be likely, the employee must advise the Company immediately.

The Company shall endeavour to determine alternate, meaningful employment for an employee whose license has been suspended. Such work will be determined by need, ability, business conditions, and length of suspension.



### **12.09 Tool Allowance**

Commencing January 1<sup>st</sup>, 2023, a one hundred (\$100.00) dollar for Journeyperson Technicians, one hundred and fifty (\$150.00) dollars for Apprentice Technician accumulative annual tool allowance will be provided once in each calendar year to all Journeypersons for the purpose of replacement, repairing or adding to their personal tools used in the performance of their work for the Company.

The allowance will be provided by reimbursing the employee for an approved tool purchase, upon presentation of a proper receipt. To be eligible for this benefit, the employee must have worked greater than a three (3) month period and a mandatory tool list must be on file with the Company. Digital photos of the tools, approved by the Service Manager, are acceptable for tool inventory purposes.

It is the Employee's responsibility to update their tool inventory with the Company on an annual basis starting from their date of hire.

## **SECTION 13 - SPECIAL AND OTHER LEAVES**

### **13.01 Leave For Jury Duty**

If an employee is called or selected for Jury Duty or is subpoenaed as a witness the employee shall be on an unpaid leave. If an employee is called for Jury Duty but not selected the employee will return to work within a reasonable length of time.

### **13.02 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.

Seniority will not be credited during a general leave of absence of 2 weeks or longer unless specified below.

### **13.03 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Company shall grant up to two (2) 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.

If required the employee may request a compassionate leave without pay of up to two (2) weeks.

#### **13.04 Sickness Leave**

Seniority shall be maintained and accumulated while absent on an approved Worksafe BC claim.

Beginning the month following successful completion of the probationary period the employee will be credited with a total of five (5) paid sick days per calendar year. Such sick leave shall not be carried over from one year to the next. Upon request a doctor's note may be required. The Company will pay the cost of the doctor's note.

### **SECTION 14 - OCCUPATIONAL HEALTH and SAFETY**

#### **14.01 Safety Committee**

It is mutually agreed that a safety committee consisting of an employee selected by the Union shall meet with a management representative not less frequently than a maximum of once a month and a minimum of quarterly.

Minutes of such meetings will be posted on the notice board, and a copy sent to the Union. When a site inspection is made by Worksafe BC, a Union representative of the safety committee shall be included in the tour, and a copy of the inspector's report shall be made available to the safety committee and a copy forwarded to the Union. A reasonable allowance of time during working hours, with full pay, will be provided for these meetings.

#### **14.02 Safety Trouble Lights**

Safety trouble lights will be provided. Trouble lights must carry a C.S.A. approval and have a grounded plug. LED bulbs must be used. There shall be one LED trouble light per bay

#### **14.03 Safety Equipment**

The Company shall provide, at no cost to the employee, eye protection, disposable gloves, full face respiratory masks and hearing protection for those employees who require them.

#### **14.04 Safety Boots**

Commencing January 1<sup>st</sup>, 2023, the Company shall, once in each calendar year, reimburse employees upon presentation of an official supplier's receipt up to a maximum of one hundred (\$100.00) dollars accumulative to a maximum of two (2) years, for the purchase or repair of CSA approved safety boots with anti-slip soles necessary for the performance of the employee's work.

Employees with six or more months of service will be entitled to the reimbursement.

### **SECTION 15 - WAGES AND CLASSIFICATIONS**

#### **15.01 Pay Days And Pay Cheques**

Wages shall be paid bi-weekly through Electronic Funds Transfer.

The Employer shall provide an electronic access to a statement of wages stating:

- (a) the hours worked,
- (b) the employee's wage rate,
- (c) the employee's overtime wage rate,
- (d) the hours worked by the employee at the overtime wage rate,
- (e) the amount of each deduction from the earnings of the employee and the purpose of each deduction,
- (f) any money, allowance or other payment the employee is entitled to, and
- (g) the employee's gross and net wages.
- (h) the cumulative running totals of all deductions, benefits, wages paid and vacation pay for the current year. This will be implemented when the computer software and forms are available.
- (i) the employee's training hours

**15.02** Wages and classifications shall be as agreed upon and shall be attached under Appendix A 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 be maintained.

**15.03** Any employee directed by management to perform work classified at a higher rate of pay shall receive such higher rate while occupying the said classification.

#### **15.04 New Classification**

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

#### **15.05 Pay On Termination**

On termination by the Company of an employee's employment, the Company shall forthwith pay to the employee all wages owing them, subject to normal deductions.

### **SECTION 16 - HEALTH & WELFARE**

#### **16.01 Health & Welfare**

The Company shall provide a Health and Welfare Plan which will be the Empire Life Plan Policy number BL446 for South Island Auto Tech. dba Midas for employees and family. Employees will become eligible after 3 months of continuous employment and who must work a minimum of 20 hours per week to maintain eligibility.

Life Coverage Employee pays 50% of the premium

- Life Insurance coverage \$50,000.00 Class A to age 65.  
Additional Optional Life Coverage Employee pays 50% of the premium

AD&D Coverage Employee pays 50% of premium  
\$50,000 for employee Class A to age 65

Long Term Disability Employee pays 100% of the premium

- 60% of the \$2,000.00 of monthly earnings to age 65

Extended Health Benefits & Dental Care

The Employer agrees to pay 50% and Employee pays 50% of Extended Health monthly premiums for each employee and family covered by this agreement to provide coverage as outlined in the Plan booklet.

The Plan booklet providing details of all coverage shall be made available to employees.

### **SECTION 17 - SICKNESS AND ACCIDENT COVERAGE**

**17.01** When an employee is off work due to layoff, they shall be entitled to benefits as per article 16.01, in the month of layoff. The Company shall pay their share of the cost of the premiums for this coverage.

- 17.02** When an employee is off work due to sickness or layoff (in excess of the period specified in 17.01 of this Section), the employee shall advise the Company if they wish to remain on the "Health and Welfare" benefits and make arrangements with the Company as to the method of providing and paying the necessary total premiums. Coverage may be continued at the employee's option for a period of six (6) months.
- 17.03** When an employee is on an approved Worksafe BC claim, the Company shall continue to pay their share of the cost of the Health and Welfare 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 nine (9) months of completed service.
- 17.04** 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 on the day of injury. 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.

#### **SECTION 18 - SAVINGS CLAUSE**

**18.01** 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.

#### **18.02 Sub-Headings**

The sub-headings used in this Agreement are to be used for convenience only. They are not intended as a legal definition.

#### **SECTION 19 - SEVERANCE PAY**

- 19.01** An employer shall not terminate an employee without giving the employee, at least:
- (a) After 3 months of employment one (1) weeks' notice or pay.
  - (b) After the completion of one (1) year employment two (2) weeks' notice or pay
  - (c) After completion of three (3) consecutive years of employment three (3) weeks' notice or pay, one additional week's notice or pay, and for each subsequent completed year of employment, an additional week's notice or pay up to a maximum of eight (8) weeks' notice.

**19.02** The period of notice shall not coincide with an employee's annual vacation.

**19.03** When an employer terminates an employee and fails to comply with subsection (19.01) the employer shall pay the employee severance pay equal to the period of notice required.

**19.04** Payment under subsection (19.03) 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 alternation is to discourage the employee from continuing in the employment.

Termination does not include failure of probation or dismissal for cause.

**Week of Layoff**

Means a week in which an employee earns less than fifty percent (50%) of their weekly wages at their regular wage.

**SECTION 20 - APPRENTICES**

**20.01 Apprenticeship Opportunities**

It is mutually agreed between the Company and the Union that, in opportunities for apprenticeship, seniority and ability will be given equal consideration; and that the decision of the management of the Company shall be accepted as final.

**20.02 Regulations Apply To Apprentices**

The Company further agrees that all apprentices employed will be treated according to the regulations as provided in the applicable legislation of the Province of British Columbia.

**20.03 Reclassification On Completion**

An Apprentice, having served their required time at the trade, and having passed the necessary examinations, will automatically be classified as a Journeyperson, and paid rates and have conditions as enumerated in this Agreement for the Journeyperson classification.

**SECTION 21 - RENEWAL AND TERMINATION**

**21.01** This Agreement shall be for the period from and including **Ratification date** to and including **July 31, 2025** 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, **July 31, 2025** or immediately preceding the last day of August 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.

SIGNED AT \_\_\_\_\_, B.C.

SIGNED AT \_\_\_\_\_, B.C.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

FOR THE COMPANY:  
SOUTH ISLAND AUTO TECH

FOR THE UNION:  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS AUTOMOTIVE LODGE 456

**APPENDIX "A" CLASSIFICATIONS, MINIMUM RATES of PAY and NOTES**

	<b>Ratification Date</b>	<b>Aug. 1,2023 2.5%</b>	<b>Aug.1, 2024 2.5%</b>
Journeyman Technician	\$31.00	\$31.78	\$32.57
Non-Ticketed Technician, wages will be based on experience up to 90% of Journeyman rate of pay.			
Lube Technician	\$16.00	\$16.40	\$16.81
Shop Hand	Min. Wage	Min. Wage	Min. Wage

**FOUR YEAR APPRENTICESHIP**

Level One Technical Training and Working hours

\$20.00                      \$20.50                      \$21.01

Level Two Technical Training and Working hours

\$22.00                      \$22.55                      \$23.11

Level Three Technical Training and Working hours

\$23.00                      \$23.58                      \$24.16

Thereafter

Journeyman rate.

Levels as defined by the Industry Training Authority