COLLECTIVE AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2 BRANCH LOCAL 300



and

ITG INDUSTRIAL TRADES GROUP LTD

December 1, 2021 to November 30, 2025

COLLECTIVE AGREEMENT

THIS AGREEMENT BETWEEN:

ITG INDUSTRIAL TRADES GROUP, a Company duly incorporated under the laws of Canada, having its Head Office at Surrey, B.C.

(hereinafter called the "Company")

OF THE FIRST PART

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2
BRANCH LOCAL 300
(hereinafter called the "Union)
OF THE SECOND PART

WITNESSTH:

In consideration of the mutual terms and covenants hereinafter contained, it is hereby agreed and between the parties hereto as follows:

ARTICLE 1 - DEFINITION

SECTION 1.1 EMPLOYEES

Wherever herein the expression "employees, journeymen, help or man" is used, it shall mean the personnel in all departments of the Company other than those excluded by the Labour Relations Code of British Columbia.

SECTION 1.2 GENDER

For ease of expression, use of the masculine gender, and singular tense shall mean the same as the feminine gender and plural tense unless otherwise specifically stated.

ARTICLE 2 - BARGAINING AGENCY AND RECOGNITION

SECTION 2.1 MEMBERS IN GOOD STANDING

Only members in good standing with Brewery Workers Local Union 300 shall be employed in all departments of the Company save those employees coming within the exceptions set forth in Article 1, Section 1, hereof.

SECTION 2.2 HIRING HALL

When the Company requires additional manpower, they shall contact the union office who shall immediately dispatch competent union members to satisfy the employers needs. It is understood and agreed that the employer shall have the right to specifically request up to 50% of the -personnel required and the union shall so dispatch.

SECTION 2.3 LAWFUL INSTRUCTIONS AND RULES

Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those sent in authority over them.

It is clearly understood and agreed that no employee shall be permitted to partake of any alcohol or drugs on any worksite. It is further agreed that "Company Rules" in effect at any worksite employing employees of ITG Industrial Trade Group LTD shall apply to those employees as well.

SECTION 2.4 UNION ACTIVITY

2.4.1 No employee shall be discriminated against or discharged for his activity as a Union member, or for serving on a committee or doing any other work in the interest of the Union. Members shall be granted the necessary time for such work without pay provided notice is given to the Company and the time required for such work is not unreasonable.

Employees shall not lose any regular pay for attending meetings approved by the Company and held on the job site, such as accident prevention and communication committee meetings, or for any other activity provided that prior approval of the Company has been obtained.

2.4.2 NEGOTIATIONS PAY

The Company's liability with respect to the regular straight time wage costs of Union Negotiating Committee members for attending meetings with the Company for the purpose of negotiating the renewal of this Agreement will be limited to an

amount no greater that the equivalent of 10 day's pay per member (at his regular rate), with a maximum of three (3) Committee Members.

2.4.3 UNION DUES

(a) The Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of the current union dues and duly authorized assessments, with no more than four adjustments in one contract year.

The Company will indicate on the employee's annual T-4 slip the amount of union dues paid during the year.

A written list of the employees' names and the relative amounts so deducted shall be submitted by the Company to the Union financial secretary not later than the 12th. of the month following the month in which the dues were deducted.

The Union will notify the Company of the amount of the established dues to be deducted and will further notify the Company thirty (30) days in advance of any change with respect to the amount of dues to be deducted.

(b) Notwithstanding 2.07 (a), there shall be no financial responsibility on the part of the Company for dues of an employee unless there are sufficient unpaid wages of that employee in the Company's hands.

ARTICLE 3 - SENIORITY

SECTION 3.1 DEFINITION

3.1.1 Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date he was first employed, unless his seniority was broken, in which event such calculation shall be from the date he returned to work following the last break in his seniority.

Seniority service records for purpose of permanent layoffs shall not be considered broken by reason of:

- (a) Absence on leave when granted mutually by the Company and the Union.
- (b) Absence due to seasonal layoff, providing employee is available for work on date of being recalled in the order of his seniority.

- (c) Sickness or injury or transfer from one department to another.
- (d) Active service in the Armed Forces of the Country.

SECTION 3.2 PROCEDURE REGARDING LAYOFFS AND RECALLS

- Step 1: Should it become necessary to reduce the regular working force, all permit card help must be discharged before any Union members shall be laid off.
- Step 2: Company seniority shall apply in the event of it becoming necessary to reduce staff. All layoffs shall be made impartially and in strict order of seniority provided the senior employee is willing and able to perform the work required of him. The last man hired shall be the first to be laid off, and so on in that order.
- Step 3: When staffs are augmented, employees will be recalled in order of their seniority providing they are capable of doing the work required.

SECTION 3.3 LOSS OF SENIORITY

An employee with less than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in case of layoff for a period of twelve (12) months. An employee with more than ten (10) years seniority will automatically lose his seniority and cease to be an employee of the Company in the case of layoff for a period of eighteen (18) months. It is agreed that if an employee is not recalled from layoff for an aggregate of more than thirty (30) days then the employee's period of layoff shall be considered not to have been interrupted.

SECTION 3.4 NEW HIRES - TRIAL PERIOD

Pursuant to the provisions of Article 2 hereof, when new persons are employed they shall:

- (a) If a member of the Union be deemed to be on a trial basis for the first thirty (30) days worked from the day he started with the Company, such trial period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing.
- (b) If not a member of the Union but skilled in the job category for which the new employee is employed, be deemed to be on a trial basis for the first thirty (30) days worked from the day he started with the Company. Such trial period will be

for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing.

(c) If not a member of the Union and not skilled in the job category for which the employee is employed be deemed to be on a trial basis for the first thirty (30) days worked from the day he started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment. During such period he shall be paid the job rate specified herein for the work he is doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during his trial period, the reasons for such dismissal shall be given in writing.

SECTION 3.5 SENIORITY

- (a) The Company will supply up-to-date seniority lists periodically and also will provide monthly check-off lists of their employees by area location.
- (b) All initial job openings on out-of-town projects shall be posted at the office and on all job sites.
 - (i) If a senior applicant posts for a new construction project and is required to complete the existing project he is on, he shall have the right to bump on to that project with the provision that he pay his own fare in and out.
 - (ii) Only 50% of each trade group can be bumped once on a new project for the duration of the job. Employees who have been hired under a Local Hire agreement signed between the Company and the Union will not be bumped by this process.
- (c) New projects will be posted at least two weeks prior to start-up wherever possible.
- (d) Laid-off senior employees will get first preference in line with their seniority on all available vacancies subject to (b)(ii) above.
- (e) Initial job openings on out-of-town projects shall be posted and Lower Mainland resident employees shall have the right to bid on such jobs, which will be awarded in line with seniority. This shall only apply to such employees who are not already working out of town.

- (f) On in-town projects employing 8 or fewer employees, the Company has the right to dispatch a maximum of 50% of the crew in line with customer requirements.
- (g) The 50% referred in paragraph (f) will be dispatched from the Company's existing seniority list unless all employees on the seniority list are working.

SECTION 3.6 TRANSPORTATION

(a) Out-of-Town Travel

- (1) Employees assigned to work on out-of-town jobs shall receive at the cost of the employer first-class transportation, including meals and sleeper for night travel, from the transportation terminal nearest his home or place of domicile. Overweight charges for tools on air flights will be paid for by the Company.
- (2) Effective March 1, 2022 employees shall be entitled to fifty cents (50¢) per Kilometer for travel when working on out-of-town projects if the Company requests them to take their car. Any passengers carried will receive first class transportation.
- (3) The employee shall receive travelling time up to a maximum of eight (8) hours in any 24 hour period.
- (4) Employees required by the Company to travel by private or Company vehicles shall not travel more that eight (8) hours in any 24 hour period.
- (5) When employees are transported by Company vehicle the Company shall reimburse the employee the equivalent of first class transportation plus travel time.
- (6) If an employee, through no fault of his own, is unduly delayed in travelling to or from the job on employer authorized transportation he shall be paid for the time so delayed at his regular rate of pay.
- (7) (i) Except as provided in (ii) and (iii) below, when the time spent travelling from the point of embarkation to the project is less than four hours, a minimum of four hours' travelling time will be paid; and when over four hours, a minimum equal to a full regular shift will be paid as travelling time, providing that on arrival such employee will work the remainder of a regular shift when requested to do so; and on failure to comply will be paid only the actual time spent travelling.

- (ii) Where the round trip between point of embarkation and project is completed in one day or less and is by Company provided transportation an employee shall be paid at regular straight time rate of pay for all time spent between embarkation and disembarkation except:
 - (a) time spent actually working for which an employee will be paid in accordance with Article 5 of this Agreement;
 - (b) a one-half hour period for lunch for which an employee will receive no pay.
- (iii) Where the round trip between point of embarkation and project is completed during a period of more than one day but less than four days and is by Company provided transportation an employee will be paid as follows:
 - (a) Payment in accordance with Article 5 of this Agreement for time spent actually working;
 - (b) Payment at regular straight time rate of pay for time spent actually travelling on Company provided transportation between the point of embarkation and the project, and on the return trip;
 - (c) After he works his first scheduled shift on the project, payment of one hour at regular straight time rate of pay as a check in allowance;
 - (d) After he works his last scheduled shift on the project, payment of one hour at regular straight time rate of pay as a check out allowance.
- (iv) For purposes of (ii) and (iii) above point of embarkation and point of disembarkation is the point at which an employee is picked up or left off by Company provided transportation.
- (v) Where the round trip between the point of embarkation and project exceeds three days, the provisions of (7)(i) above will apply.
- (8) The employer shall provide pick up service on out of town projects from the end of public transportation to place of accommodation.

- (9) The employer shall provide transportation from the Company supplied place of accommodation to and from work when the Company supplied place of accommodation is off the job site.
- (10) Sunday travel time shall be paid at the rate of time and one-half the prevailing rate.
- (11) When an employee quits within 15 calendar days on the job the Company may deduct from the wages of the said employee the cost of meals, transportation and travelling time.
- (12) When an employee quits after being on the job more than fifteen (15) but less than thirty (30) calendar days, the Company shall not be required to pay the cost of return transportation, meals, or travelling time.
- (13) If an employee working on an out of town project is discharged for any reason within thirty (30) working days, the Company shall be responsible for his return to the point of embarkation, such fare to be charged to the employee.
- (14) Where the employer declares a shutdown between Christmas and New Year's on out of town projects, the employer shall pay return fare for a home visit.

(b) Local Travel

(1) Cities, Towns, and Villages

On all jobs situated with five (5) road miles of the centre of any municipal corporation except the Greater Vancouver area as defined in (2) herein, in which an employee permanently resides, such employee will travel daily to and from such job at no cost to the Company.

On jobs situated beyond five (5) road miles from such centres, the employee will receive seventy cents (70ϕ) per mile, each way, for distances beyond the said five (5) mile point as a daily travel allowance.

On jobs situated beyond twenty-five (25) road miles from such centre, employees will receive ninety cents (90 ϕ) per mile, for all mileage beyond the twenty-five (25) mile point.

In the case of the Greater Vancouver area, employees will receive seventy cents (70ϕ) per mile commencing at the boundary of the area. Employees will receive ninety cents (90ϕ) per mile, for all mileage beyond a point

twenty-five (25) miles beyond the boundary of the Greater Vancouver area.

(2) Greater Vancouver Area

The Greater Vancouver area shall be recognized as extending to the exterior boundaries of the District Municipalities of West Vancouver, North Vancouver, Richmond, Delta, Surrey, Coquitlam, Langley and Clearbrook.

The Company shall pay each employee six dollars (\$6.00) for each working day, as a transportation allowance to employees working in the said area and a strip five miles in width around the perimeter of the said area in which no mileage is paid pursuant to Section 3(b)(1) herein.

The six dollar (\$6.00) per day travel allowance will also apply to employees working on projects located in the area up to and including the Albion Ferry Slip.

(c) Employees who are entitled to room and board allowance will not be entitled to daily travel allowance except when warranted by special circumstances. In such cases, the Local Union and the Company will agree on the amount of daily travel allowance to be paid.

SECTION 3.7 ROOM AND BOARD

- (1) The following room and board conditions shall apply to all members who cannot return home daily.
- (2) A bona fide resident shall be one who has been a resident in the polling district thirty (30) days prior to the commencement of the project in such polling district. In towns or cities having more than one polling district, the multiple polling district in such a town or city shall constitute one polling district for the purpose of this Agreement.
- (3) Employees who are not bona fide residents of the district shall be provided with room and board by the Company based on one (1) man to a room. Employees providing their own accommodation will receive the equivalent of room and board based on two (2) men to a room.

Room and board shall be based on the following rates:

- (i) Effective March 1, 2022 Room and Board \$180.00 per day.
- (ii) When company supplies accommodation, meal per diem shall be \$80.00 per day.

- (4) Where a camp is supplied, first class accommodation and board shall be provided.
- (5) Employees shall be accommodated one man to a room in areas where a camp is provided.
- (6) The Company shall supply recreational facilities within the camp site as reasonably required. Requirements to be determined by representatives from the Union and Management.
- (7) Where camps are not provided, an acceptable standard of room and board will be agreed upon jointly by the Local Union and the employer. The standard agreed upon shall, in such case, prevail until the completion of the project.
- (8) Room and board will not be paid on jobs situated within fifty (50) miles of the exterior boundaries of the Greater Vancouver area as defined in Section 3(b)(2) of this Agreement.

SECTION 3.8 SENIORITY RESPECTING OVERTIME

Subject to the efficient operation of the Company it is agreed that in the event it is necessary to work overtime, trained men capable of performing the duties required will be asked in order of their seniority.

Employees shall not be compelled to work overtime but may volunteer to do so.

ARTICLE 4 - HOURS OF WORK

SECTION 4.1

The regular hours of work shall be based on one of the following schedules implemented at the Employer's option. Notwithstanding the foregoing however, should the employer opt for either (b) or (c) schedules, the employee may refuse to accept such shifts without penalty or loss of seniority.

- (a) Eight (8) hours per day, forty (40) hours per week, Monday to Friday.
- (b) Ten (10) hours per day, forty (40) hours per week, Monday to Thursday.
- (c) Twelve (12) hours per day, thirty-six (36) hours per week, Friday to Sunday, pay for forty (40) hours.

An employee who is ordered to work for less than eight (8), ten (10), or twelve (12) hours or less than forty (40) hours or thirty-six (36) hours as applicable in any week, shall be considered temporarily laid off.

SECTION 4.2 SCHEDULING

Notification of shift schedule will be given no later than Wednesday for work in the following week but may be amended up to the employee's quitting time on Friday.

SECTION 4.3 OVERTIME

Work performed in excess of eight (8) hours or forty (40) hours in any work week shall be paid at time and one half for the first two (2) hours then at a rate of double time thereafter.

SECTION 4.4 SATURDAY AND SUNDAY WORK

Work performed on Saturday that is not scheduled in accordance with Section 4.1 (c) above, shall be considered overtime and paid at the rate of time and one half for the first eight hours and double time thereafter. All work performed on Sundays that is not scheduled in accordance with Section 4.1 (c) above shall be paid at the rate of double time.

SECTION 4.5 REST PERIODS

The hours of work referred to in Section 4.1 above shall include two (2) fifteen (15) minute paid rest periods, one in the first half of the shift and one in the second half of the shift but exclusive of a one-half hour non paid lunch break.

ARTICLE 5 - WAGES

SECTION 5.1 PAY PERIOD

Wages shall be paid every two (2) weeks, not later than quitting time Friday at not less than the following minimum rates. Where a Statutory Holiday is observed on a Friday wages shall be paid not later than quitting time on the preceding Thursday.

Classification	Mar 1, 2022	Mar 1, 2023	Mar 1, 2024	Mar 1, 2025
Lead Foreman	\$41.00	\$42.00	\$43.00	\$44.00
Foreman	\$39.00	\$40.00	\$41.00	\$42.00
Certified Journeyman trades	\$35.43	\$36.43	\$37.43	\$38.43
General Labour	\$20.96	\$21.96	\$22.96	\$23.96

Apprentices

As per Letter of Understanding attached hereto.

SECTION 5.2 FIRST AID ATTENDANTS

Employees working as designated First Aid Attendants and possessing the necessary W.C.B. certification will receive a premium for all hours worked based on the level of certificate held in accordance with the following:

Level 1 40¢ Level 2 60¢ Level 3 80¢

SECTION 5.3 SHIFT PREMIUMS

Effective February 1, 2014, any shift starting between the hours of 11:01 a.m. and 5:00 p.m. shall be considered to be the afternoon shift and the employee shall receive a premium of .60¢ per hour in addition to his regular rate of pay.

Effective February 1, 2014 any shift starting between the hours of 5:01 p.m. and 6:59 a.m. shall be considered to be the night shift and the employee shall receive a premium of \$1.00 per hour in addition to his regular rate of pay.

ARTICLE 6 - STATUTORY HOLIDAYS

SECTION 6.1 DEFINITION

The following shall be considered as Statutory Holiday on which employees shall not be required to work:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day

Truth and Reconciliation

If the Federal or Provincial Government declares a special General Holiday in addition to those listed above, the employees will be entitled to that day under the same conditions as outlined in this Article.

Effective March 1, 2022 all employees shall receive Statutory holiday pay each pay period at the rate of 7% of gross earnings in lieu of receiving paid time off for the aforementioned Statutory holidays.

SECTION 6.2 SATURDAY/SUNDAY STATUTORY HOLIDAYS

Any of the above holidays that fall on Saturday will be observed on the preceding Friday, or the day proclaimed. Any of the above holidays that fall on Sunday will be observed on the following Monday, or the day proclaimed.

SECTION 6.3 STATUTORY HOLIDAY RATE

For all work performed on the aforementioned Statutory Holidays double time shall be paid to all employees.

ARTICLE 7 - VACATION PAY

SECTION 7.1

All employees shall be paid vacation pay at the rate of 5% of total wages or salary earned, paid on every cheque.

ARTICLE 8 - HEALTH & WELFARE

SECTION 8.1 ELIGIBILITY

The Company shall pay the premiums for Insurance policies or plans to provide the following benefits for eligible employees. New employees shall be eligible for basic medical coverage after completion of their probationary period and become eligible for coverage under the balance of this Article after completing ninety days worked.

SECTION 8.02 LIFE INSURANCE

ONE TIMES ANNUAL SALARY TO A MINIMUM OF \$25,000.00 (Benefits are reduced to 50% at age 65 and at age 70 to 25%)

SECTION 8.03 ACCIDENTAL DEATH & DISMEMBERMENT

Same as Life Insurance

SECTION 8.04 WEEKLY INDEMNITY

For non occupational disability the employee is to claim for medical E.I. After 3 days of illness, or 1 day in cases of injury.

SECTION 8.05 LONG TERM DISABILITY

For non-occupational disability, 40% of your monthly salary, to a maximum of \$900.00, benefits are paid monthly in arrears after an elimination period of 365 days (The Weekly Indemnity Period). Benefits are paid to age 65 or retirement, whichever comes first.

SECTION 8.06 DENTAL

80% reimbursement of Basic services including Endodontia (Root Canals), Periodontia (Treatment of tissues supporting the teeth) and Denture lining, rebasing and repairs.

80% of full upper and lower dentures

50% of Crowns, Bridges and partial dentures (replacement of these services is limited to once every five years). Maximum benefit for person per calendar year is \$1500.00

NOTE: Waiting period for Dental for employees hired after the effective date of the plan is six months from date of permanent employment.

SECTION 8.07 EXTENDED HEALTH BENEFITS

\$25.00 deductible, 100% reimbursement to a maximum of \$100,000.00 per person.

This benefit is designed to ensure against the service expenses resulting from illness or injury which may not be insured under the basic provincial Medical or Hospital Plan.

SECTION 8.08 THE UNIONS HEALTH & WELFARE PLAN

The following qualify as insured charges, but only to the extent that:

- (a) They are reasonable and were necessarily incurred, and
- (b) They are recommended or approved by a physician or surgeon legally licensed to practise medicine, except where otherwise indicated, and
- (c) The exceed the amount payable from any other source or which would have been payable had the person been insured under the appropriate government hospital, medical or health care plan, and
- (d) They are not prohibited under any government hospital or medical care plan.

SECTION 8.09 ELIGIBLE BENEFITS

- 1. Drugs: Charges for drugs, medicines, serums and vaccines obtained by a written prescription; excluding patent or proprietary medicines, anti-obesity treatments and any charges made for the administration of serums, vaccines, or injectable drugs.
- 2. Nursing Care: Charges for the services of a registered nurse (R.N.) or registered nursing assistant (R.N.A.) at the insured individual's residence, provided the R.N. or R.N.A. is not normally resident in the insured person's home. To a maximum of \$5,000.00 within any three consecutive calendar years. After age 65, the maximum amount payable is \$5,000.00 less any benefits incurred in the three previous consecutive calendar years.
- 3. Hospital Expenses and Supplies: Charges for hospital services and supplies obtained from an out-patient department of a licensed hospital or surgical company while the insured person is not confined in the hospital.
- 4. Ambulance: Charges for licensed ambulance service or other emergency service (including fare for an attendant where necessary) when used to transport the insured person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered or from one hospital to another or from hospital to the insured person's residence.
- 5. Extended Health Benefits: Services and Supplies:
 - (a) Purchase of braces, crutches, surgical stockings, artificial limbs and eyes and prosthetic devices approved by the insurance company including surgical brassieres and breast prostheses required following a mastectomy.
 - (b) Rental of, or at the insurance company's option, the purchase of a wheelchair, hospital-type bed or other durable equipment for temporary therapeutic use.
 - (c) Oxygen and blood serum.
 - (d) Orthopedic shoes prescribed by a podiatrist or physician up to a maximum of one pair per calendar year.
- 6. Dental: Charges by a legally licensed dentist for the following treatment necessitated by a direct accidental blow to the mouth, which occurred while the individual was insured under this benefit, received within three years of the

accident, provided that the charges do not exceed the current dental association schedule of fees for general practitioners in the individual's province of residence:

- (a) Dental treatment of injuries to natural teeth
- (b) Replacement of natural teeth, up to a maximum of \$500.00 for each insured person.
- 7. Diagnostic X-ray and laboratory expenses: Charges for diagnostic tests and radiological treatments including x-rays and laboratory tests and radium treatment.
- 8. Physiotherapy: Charges for the services of a qualified physiotherapist, who is not normally resident in the insured person's home.
- 9. Speech Therapy: Charges for the services of a qualified speech therapist, up to a maximum payment of \$200.00 per calendar year for each insured person.
- 10. Clinical Psychology: Charges for the services of a legally licensed clinical psychologist, up to a maximum payment of \$400.00 per calendar year for each insured person.
- 11. Hearing Aids: Charges for hearing aids prescribed by a legally licensed otolaryngologist, up to a maximum of \$300.00 for one instrument per insured person in any four consecutive years.
- 12. Hospital accommodation: Charges for the difference between the public ward allowance under the provincial hospital plan and the semi-private or private room accommodation, including the provincial hospital daily co-insurance charge.
- 13. Vision Care: The following charges recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist:
 - (a) Eye Examinations: Eye examinations (including eye refractions) up to a maximum of:
 - (i) Dependent children under 21 once every 12 month period.
 - (ii) Age 21 and over once in any two consecutive calendar years.
 - (b) Eye Glasses: Frames, lenses and fitting of prescription glasses to a maximum total of \$100.00 for single focal, \$120.00 for Bi-focal and \$140.00 for tri-focal in any twenty-four month period for adults. Children under the age of 19 may utilize the eyeglass benefit once every 12 month period.

- (c) Contact Lenses: One set of contact lenses during the lifetime of the insured person to a maximum of \$200.00. If visual acuity is improved to at least the 20/40 level of acuity not possible through regular eye glasses. In all other cases, contact lenses would be subject to the \$100.00 maximum for regular eye glasses. Contacts and eye glasses cannot be purchased within the same 24 month period.
- (d) Visual Training: Services for visual training and remedial exercises subject to 50% reimbursement of the insured charges.
- (e) Accidental Injury: Diagnosis and treatment for accidental injury or disease of eyes.
- 14. Paramedical services: Charges for qualified services performed by the following practitioners who are registered in accordance with the laws of the province in which they are practising:
 - (a) Chiropractors
 - (b) Osteopaths
 - (c) Chiropodists or Podiatrists
 - (d) Naturopaths
 - (e) Masseurs on the recommendation of a legally licensed physician or surgeon.
 - (f) Christian Science Practitioners, if listed in the current Christian Science Journal.
 - (g) Charges for diagnostic X-Rays and laboratory fees ordered by a chiropractor, Osteopath, Chiropodist or Podiatrist

The maximum charge for each visit is not to exceed the schedule of fees approved by the association of which the practitioner is a member, and where there is no approved schedule of fees, the charge must be reasonable.

The maximum amount payable per person for all services is not to exceed \$100.00 in any calendar year. Chiropractors and masseurs have a \$250.00 calendar year limit.

NOTE:

The Provincial Medicare Plan pays for a limited amount of Physiotherapy and Chiropractic. Our insurer will have to know if the Provincial limit has been met before reimbursement can be made. Please make sure your Physiotherapist/Chiropractor indicates the last date of treatment paid for by the Medicare Plan.

SECTION 8.10 CO-ORDINATION OF BENEFITS

Benefits under the plan are reduced when necessary so that the total amount payable under this plan together with any amount payable under any other policy will not exceed 100% of the incurred charges.

SECTION 8.11 LIMITATIONS

No benefits will be paid for charges incurred directly for or as a result of any cause which entitles the member or dependent to apply for and receive indemnity or compensation under any Workers' Compensation Act, I.C.B.C., Cosmetic surgery, or an examination by, or the services of, a physician or surgeon, if required solely for the use of a third party.

SECTION 8.12 EXTENSION OF BENEFITS

In the event of termination of employment and the member or one of his dependants is disabled at that time, insurance under this benefit will continue for that individual for up to 90 days provided the plan remains in force.

SECTION 8.13 HOW TO MAKE A CLAIM

Claim forms are available from your employer, Union office and administrator's office. For prompt payment the claim form must be completed in full and submitted within 180 days after the end of the calendar year in which the claim was incurred.

NOTE:

Weekly Indemnity claims **MUST** be received by the administrator within 30 days of the date of disability or the claim will be automatically rejected unless there was extenuating circumstances (i.e. hospitalized and unable to obtain forms) remember, you must see a Doctor on the first day of an accident to be paid from the first day and see the Doctor by the fourth day of an illness to be paid for the fourth day otherwise you will only be paid from the day you see the Doctor.

If the Group Insurance Policy terminates, no payment will be made unless the claim is submitted within 90 days of termination.

SECTION 8.14 EMERGENCY TREATMENT

Charges for the following emergency treatment required by an insured person who is temporarily outside their Province or Territory of residence:

(a) Room and board in a licensed hospital for each day that the person is confined in hospital.

- (b) Hospital services and supplies furnished by a licensed hospital.
- (c) Diagnosis and treatment by a physician or surgeon.

NOTE: ALL CLAIMS ARE TO BE SENT TO THE ADMINISTRATOR'S OFFICE:

R. Spencer Mohart Insurance Consultants Ltd.

P.O. Box 3096 Langley, B.C.

Also, please advise the administrator of any change in address or the addition or deletion of dependants.

Any notice mailed by the Plan to the members last known address is considered to be formal notification.

ARTICLE 9 - PENSION PLAN

SECTION 9.1 ELIGIBILITY

Each employee shall be enrolled in the Brewery, Winery & Distillery Workers Union, Local 300 Members Pension Plan after completion of one year's service with the employer. For the purpose of this Article one years service shall be defined as having worked 1800 regular hours.

SECTION 9.2 CONTRIBUTIONS

	Employee Contribution	Company Contribution
Employees with less than three years service	2%	4%
Employees with more than three years service	3%	6%

^{*} The additional 2% contribution on the part of the employee with more than three years service is optional. However, should the employee elect not to provide this additional contribution then the employer shall not be required to increase his portion.

SECTION 9.3 VESTING

Each employee shall be 100% vested upon entry into the Plan.

SECTION 9.4 BOOKLETS

Booklets outlining the provisions of the plan shall be provided by the Union to each member upon entry into the plan.

SECTION 9.5 ADMINISTRATION FEE

The Employer shall pay $\frac{1}{2}$ of 1% for each hour worked to cover administration of the Plan.

ARTICLE 10 - GRIEVANCE PROCEDURES

SECTION 10.1 SHOP STEWARDS

Shop Stewards, all of whom shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. There shall be a minimum of one shop steward tentatively for each job site.

SECTION 10.2 PROCEDURAL STEPS

In case a grievance arises at the job site, the parties hereto will make an honest effort to settle the differences by proceeding through the following steps until the grievance is settled or otherwise disposed of:

STEP NO. 1

The aggrieved employee shall notify his Shop Steward if a grievance arises who shall immediately request time off from his Foreman to discuss the matter if it is urgent. If the case is not urgent then the Shop Steward with or without the aggrieved person shall take up the matter with the Foreman at the end of the shift. Failing a satisfactory settlement the grievance shall be put in writing and submitted to the Foreman of the employee involved within five (5) working days from the time the grievance arose. The Foreman shall provide a written answer within twenty-four (24) hours (Saturdays, Sundays and Holidays excluded). If this answer is not satisfactory or if no answer is received by the Union the next step of the grievance procedure may be invoked.

STEP NO. 2

The Shop Steward shall immediately refer the matter to the Union office. The Business Agent shall within five working days, meet with the Company to resolve the matter. If no resolution is obtained the grievance may proceed to Step 3.

STEP NO. 3

Any grievance which has been properly proceeded through the preceding steps of the Grievance Procedure without being settled may be submitted within thirty (30) days of receiving an answer in Step No.1 to an Arbitration Board, composed of one (1) representative chosen by the Union and one (1) representative chosen by the Company and an impartial arbitrator who shall act as Chairman of the Board.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration it shall, at the same time, notify the other party of the name of its representative within five (5) days of receiving written notice and these two representatives shall agree on a person to act as Chairman. If they fail to agree, within a further five (5) days from the appointment of the second representative, the Minister of Labour of British Columbia shall appoint the Chairman. The Arbitration Board shall be requested to render a decision within a period of one (1) month following the constitution of the Board.

The majority decision of the Board shall be final and binding on both parties to this Agreement. The Board shall not have any jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof.

Notwithstanding the foregoing, during the course of establishing an Arbitration Board, either party may notify the other party of its desire to have the grievance heard by a sole arbitrator. In such an event, the grievance shall be heard by a sole arbitrator, provided that the parties can agree that the matter should be dealt with in that manner, and further that the parties can agree on the selection of a Chairman. Should the parties be unable to agree to the foregoing, the grievance shall be dealt with in the manner otherwise established in this Article. A sole arbitrator, if agreed upon, shall have the same powers and authority as an Arbitration Board established under this Article.

Where the Arbitration Board is dealing with a grievance concerning the dismissal or suspension of an employee bound by the Agreement and it finds that the employee has been dismissed or suspended for other than proper cause, the Board may direct the employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension, or such lesser sum as in the opinion of the Board is fair and reasonable.

Similarly, when the Arbitration Board is dealing with a grievance lodged by an employee bound by the Agreement wherein such employee alleges and the Arbitration Board finds that the employee has been laid off, demoted or not promoted in violation of the terms of the Agreement and thereby has suffered loss of wages the Board may, provide the employee has raised his grievance without delay after the occurrence giving rise to it,

direct the employer to pay to the employee a sum equal to his wages so lost or such lesser sum as in the opinion of the Board is fair and reasonable.

Each of the parties hereto shall bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

SECTION 10.4 LABOUR CODE - STRIKES/LOCKOUTS

In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other that:

- 1. Section 96 of the Labour Code of B.C. is hereby excluded by the operation of Article 10 of this Agreement.
- 2. There shall be no striking on the part of the Union or lock-out of employees on the part of the Company during the processing of any grievance or arising out of an award of a Board of Arbitration determining the same.

ARTICLE 11 - GENERAL

SECTION 11.1 ELECTION DAY

If, by reason of an election day ordinance, the Company is prevented from making deliveries in any area, the Company shall have the right to re-assign affected employees provided that such re-assignment shall not displace other employees, and in the event no re-assignment is made, shall pay such employees at their straight time rate of pay for the hours of layoff resulting.

SECTION 11.2 JURY DUTY

When an employee who has attained benefit service is required to serve on a regular or coroner's jury during his normal working hours, he shall be granted a leave of absence and shall receive the difference between his straight time rate of pay (for hours necessarily absent and during which he would otherwise have been working) and the amount received for such jury duty.

SECTION 11.3 BEREAVEMENT LEAVE

When an employee attends the funeral of an immediate relative he shall receive leave of absence for not less than three (3) consecutive days (one of which days shall be day of the funeral) and shall receive eight (8) hours straight time rate of pay for each of such days absent on which he would otherwise have been working.

For the purpose of this Section "immediate relative" shall mean one of the following: Wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, grandparents, grandchildren.

SECTION 11.4 SUSPENSION AND RECORDS

Where the employer is considering the imposition of any type of discipline, the area steward, alternate steward or other union representative, if available, will be requested to be present at any meeting with an employee that is convened by the Company.

Copies of disciplinary write-ups will be promptly given to the employee involved in the action, and the representative of the Local Union.

All disciplinary records, with the exception of those circumstances where the employer has imposed discharge, will be removed from the employee's personnel folder after a period of three (3) years from the date of issuance of such discipline and thereafter shall not be relied on for any purpose.

Where discharge has been imposed by the employer and this discipline has been modified to a suspension by an Arbitrator, reference to this discipline will be limited to 3 years from the date such suspension has been completed.

Where a discharged employee is re-instated by an Arbitrator, and where the Arbitrator has ruled that no discipline shall be imposed, all references to this discharge will be removed from the employee's file and thereafter shall not be relied upon for any purpose.

SECTION 11.5 SAFETY AND HEALTH

- 11.5.1 It shall be the objective of the Safety and Health Program to eliminate accidents and health hazards. The Company shall provide, wherever possible, a place free of the recognized physical and health hazards in accordance with the W.C.B. Act and Accident Prevention Regulations according to the Worker's Compensation Act.
- 11.5:2 Each employee undertakes to wear the protective equipment made available by the Company and to adhere to the Accident Prevention Rules and Regulations.
- The Company and the Union agree to abide by the Safety Policies and procedures in place at each job site and further agree to abide by the

Industrial Health and Safety Regulations as prescribed by the Worker's Compensation Board of B.C.

All protective equipment shall be supplied as required with the exception of hard hats, safety glasses, and safety boots which shall be the responsibility of the employee.

SECTION 11.6 COVERALL ALLOWANCE

Coveralls shall be supplied by the Company.

SECTION 11.7 ACCIDENTS DURING SHIFTS

- (a) An employee who is injured at work and who is taken to a doctor or hospital, and cannot return to work that day, shall be paid his regular straight time wages for the shift.
- (b) If an employee is injured at work and taken to a doctor or hospital and returns to work and completes his shift, no pay shall be deducted for such absence from work.

SECTION 11.8 TRIPS HOME FROM OUT-OF-TOWN PROJECTS

On out of town projects, of over fifty (50) calendar days duration, an employee shall be entitled to a leave after forty (40) calendar days. When leave is granted in accordance with the above terms, and in fact such leave is taken, the employer shall provide first class transportation to the terminal from which the employee departed to travel to the project or place of residence, whichever is closer, and back to the job.

The extent of the leave shall be for a maximum of seven (7) calendar days, or a number of days mutually agreed between the employee and the Company. This leave shall be taken at such time as is mutually agreed upon by the employee and the Company so that the efficiency of the project shall not be impaired. In no event will an employee receive fares unless he actually returns to the job site and works his first scheduled shift.

Out of town projects are defined as projects situated in excess of 250 miles from Vancouver or projects situated in excess of 250 miles from the terminal from which the employee departed to travel to the project.

Travel days are not to be included in computing the forty (40) calendar day period of entitlement under this provision.

Leaves under this provision shall not be cumulative.

SECTION 11.9 OVERTIME REST PERIOD

An employee shall receive a fifteen (15) minute paid rest period after completing one hour of overtime work, beyond his regular shift.

SECTION 11.10 EDUCATION LEAVE

Upon written application by the President of the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, not to exceed three (3) normal working days in any one year, to elected officials of the Union. No more than a total of 15 working days shall be available in any one year to all elected officials. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operation.

SECTION 11:11 DUPLICATION OF BENEFITS

An employee shall not receive wages or allowances such as holiday pay, vacation pay, weekly indemnity, Long Term Disability, Worker's Compensation or other similar benefits so that the employee's net pay for any day or part day exceeds his normal net pay for such period from more than one source.

ARTICLE 12 - SECURITY OF PRINCIPLES

SECTION 12.1 UNION MATERIALS

Wherever practicable the Company shall endeavour to see that all materials used by the Company shall be materials which are processed by Union Labour in respect to their manufacture and subsequent wholesaling and handling.

SECTION 12.2 STRIKE - LOCKOUT

There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes staged by the Union while this Agreement is in force and affect provided the Company shall not request or require its employee to handle, process or deliver goods coming from, belonging to, or for delivery to any establishment at which a strike or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to cross an established bona fide picket line. Notwithstanding anything contained herein the Union will provide skeleton crews to operate the engine room ad to protect the Company's property and products during any form of labour disturbance which may arise.

SECTION 12.3 ADJUSTMENT PLAN

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies:

- a) the employer shall give notice to the Union at least 90 days before the date on which the measure, practice, policy or change is to be effected; and
- b) after notice has been given, the employer and union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change including amendment of provisions in the Collective Agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
- (v) entitlement to pension and other benefits including early retirement benefits;
 (vi) a bipartite process for overseeing the implementation of the adjustment plan

ARTICLE 13 - DURATION OF AGREEMENT

SECTION 13.1

This Agreement shall remain in force until November 30, 2025 and thereafter from year to year, unless either party serves notice of termination on the other party hereto within four (4) months prior to November 30, 2025 or if such notice has not been served, in any year subsequent thereto. The provisions of sub-section 2 and 3 of Section 54 of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF the parties hereto have affixed their signatures.

Dated this 18 day of FEB , $20 22$.	
For the Union	For the Employer
Raj Dhallwal	Trych Warn
kaj Digajiwai	Tryge Wenn

APPRENTICESHIP PROGRAMME

PURPOSE

The purpose of the apprenticeship programme is to train and develop individuals in such skilled trades as the Company considers necessary in order to provide the Company with qualified tradesmen who are thoroughly versed with the methods of work within their trades.

APPRENTICE QUALIFICATIONS

Candidates for the apprenticeship programme must have the following qualifications:

- (a) Candidates must be 19 years of age or older.
- (b) Candidates must have a minimum Grade 12 secondary school diploma or its equivalent as determined by the Ministry of Education, including English 11, Algebra 11, and Physics 11 prior to writing the B.C.I.T. apprentice selection test as administered by B.C.I.T.
- (c) Candidates must satisfactorily pass a Company medical examination indicating that the candidate is physically able to work in the trade.

APPLICATION

Applications for the apprenticeship training are to be submitted to the Company.

SELECTION OF CANDIDATES

Notwithstanding the Company's Commitment to implement an apprenticeship programme, the selection and number of candidates in the programme at any time are matters within the exclusive discretion of the Company. Eligibility to participate in such a programme will be determined by skill, ability, aptitude and seniority. Where candidates can be considered equally on those criterion the deciding determinant will be seniority.

Selection of successful candidates will be made on the basis of a point system. (see attached). Further, if there are no applicants currently employed by the Company, the Company is not precluded from recruiting candidates from the hiring hall subject to normal recruitment practices.

PROBATIONARY PERIOD

Candidates who have been successful will be required to serve a probationary period of one hundred and thirty two (132) days worked during which period the Company shall assess their skill, ability, and aptitude to acquire the skills necessary to continue in the programme.

During such probationary period, if in the opinion of the Company, any of the chosen candidates do not possess sufficient skill, ability and aptitude to continue in the apprenticeship programme, he/she shall be declared unsatisfactory and return to his/her former Classification. Apprentices hired for the programme from outside the Company shall be terminated.

TERMS OF APPRENTICESHIP

- (a) Each apprentice shall be required to sign an Apprenticeship Agreement or "Indenture" which is registered by the Job Training Division of the Apprenticeship Branch and sets out the terms and conditions of employment.
- (b) Each apprentice shall be required during the period of his/her apprenticeship programme to complete an in-school training programme of related and supplemental classroom instruction as required by the Apprenticeship Branch and the local Community College under the Apprenticeship and Tradesmen's Qualification Act. While an apprentice is attending school, on vacation or off due to illness/injury, the company shall not be required to replace him/her. The apprentice shall also not displace any millwrights during his/her apprenticeship period.
- (c) An accurate record shall be kept of hours worked for each apprentice under the training programme as per the Apprenticeship and Tradesmen's Qualification Act.
- (d) The Apprenticeship Branch shall issue a progress record book which shall record his/her related training and work experience training time.
- (e) During the apprenticeship programme, apprentices will not be permitted to apply for other vacancies.

APPRENTICESHIP WAGE RATE

(a) An apprentice, when registered in the apprenticeship programme, shall be paid a progressively increasing schedule of wages upon successful completion of each segment as follows:

Labourers rate
73.5% of the Certified Trades rate
77% of the Certified Trades rate
81% of the Certified Trades rate
85% of the Certified Trades rate
89% of the Certified Trades rate
92.5% of the Certified Trades rate
96.3% of the Certified Trades rate

The above rates shall be adjusted in accordance with the negotiated annual wage increases.

BENEFITS

Apprentices eligible for welfare benefits by reason of their benefit service under the Collective Agreement shall continue their eligibility under the Benefits Plan while they are registered in the Apprenticeship programme.

Apprentices hired for the programme without benefit service or from outside the Company shall become eligible for welfare benefits in accordance with the Company's benefit plan requirements.

SENIORITY

An apprentice not having benefit service when registered in the apprenticeship programme shall not accumulate any seniority while in the programme. Upon successful completion of the programme, he/she will be entitled to a seniority adjustment to a date representing fifty percent (50%) of the time served in the Company's Apprenticeship Programme if hired by the Company.

LAY OFF

An apprentice whose apprenticeship is interrupted for a continuous period of lay off equal to his time served in the programme shall lose his/her status as an apprentice

An apprentice, if laid off, shall return to his/her former department within the Plant, seniority permitting.

Apprentices will exercise their seniority in their own group. For example, if there are three apprentices in any specific trade and a reduction in this number is required, the first enrolled in the programme shall be the last laid off and the last laid off shall be the first recalled.

Posting in the apprenticeship programme shall not be obtained through the exercise of bumping rights under the Collective Agreement.

An apprentice hired for the programme, from outside the Company, having lost his/her status as an apprentice, will have their employment terminated.

DISCIPLINE AND TERMINATION

An apprentice may be disciplined or terminated in his/her apprenticeship contract for such cause as:

- (a) failure to pass the prescribed technical training;
- (b) inability;
- (c) unreliability:
- (d) lack of interest in his/her training or education;
- (e) improper conduct;
- (f) absenteeism greater than the average in the Plant;
- (g) failure to attend classroom instruction regularly;
- (h) unsatisfactory work.

The decision as to whether an apprentice should continue in the programme, with or without conditions if he/she is allowed to continue, is within the exclusive discretion of the Company although the Company agrees that no apprentice shall have his/her contract terminated without having had an opportunity to discuss his/her performance and/or conduct at a meeting of the Company and the Union.

Should it be determined that the apprenticeship contract be terminated, he/she will return to his/her former department within the plant. Apprentices hired from outside the Company shall have their employment terminated.

SUPERVISION

Apprentices shall be under the immediate direction of the Supervisor of the department while working with a tradesman(s) to whom assigned.

TOOLS

It is expected that the apprentice will come with an assortment of his/her own tools, on an as needed basis.

GENERAL

The Company shall be under no obligation to hire graduated apprentices from the programme as journeymen. However, if such apprenticeship graduates are hired, the Company will endeavour to place graduates in the job classification which will utilize their training.

APPRENTICESHIP SELECTION POINT SYSTEM

1.	Education (Minimum Grade and Physics 11) one point per grade Colleg	•	(gradu sh 12 12		ng English 11 	, Algebra 11
		Physi	cs 12			
		TOTA	\L			
2.	Ability - 1/2 point per year (Maximum 4 points)		1yr	2yr	3yr	4yr
	(a) Special Training (ie. train)(b) Practical related experience	,			***************************************	
					TOTAL	
3.	Aptitude (as determined by Apprenticeship Selection T					
•	num 16 points)	60-66%	70-79	9%	80-89%	90-100%
Points	as per test results English Math	1 1		2 2	3	4
	Algebra	1		2	3 3	4
	Physics	1		2	3	4
					TOTAL	

		- ਹੋ ਹੈ -
4.	Seniority with the Company (Maximum 3 points)	
	Plant wide seniority	
	0 - 6 years greater than 6 - 12 years greater than 12 years	1 point 2 points 3 points
		TOTAL
		GRAND TOTAL
Dated	this 18 day of FEb	, 20 <u>82</u> .
For the	e Union	For the Employer
Da	Al	Trygue Worn

Notwithstanding the provisions of Article 1, it is hereby agreed and understood between the parties that Mr. Trygve Wenn shall be permitted to perform Bargaining Unit work so long as he retains his good standing with Local 300.

Dated this 18 day of FEB, 20 22.	·
For the Union	For the Employer
Day D	Treggoe Omm:
Raj Dhaliwal	Tryge Wenn

COMPETITION CLAUSE

Whereas I.T.G. has to compete against other contractors, I.T.G. will pay equivalent rates for overtime. Sunday overtime will remain the same. Prior to commencement the Company shall contact the Union office.

Dated this 8 day of FEB, 2022.	
For the Union	For the Employer
Rej Orleitural	Trygoe Wan.
Rai Dhaliwal	Tryge/Wenn

British Columbia Paid sick days

The employer shall provide up to 5 days of paid leave per year for any personal illness or injury. The employer may request proof of illness.

The employee must have worked with the employer for at least 90 days to be eligible for the paid sick leave.

The amount of daily sick pay an employee is entitled to equals their average daily earnings per day worked in the 30 days preceding the commencement of the sick pay.

Dated this 18 day of FEB, 20 22.	
For the Union	For the Employer
Dayk C	Inggre Wem
Raj t\(\frac{1}{2}\) Haliwal	Tryge/Wenn

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