

COLLECTIVE AGREEMENT

-between-

O'REGAN B-H LIMITED

(hereinafter referred to as the "Employer")

- and -



UNIFOR, LOCAL 4005

(hereinafter referred to as the "Union")

DURATION:

January 16, 2024 – January 15, 2027

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ARTICLE 1 – PURPOSE

1.01

The purpose of this Agreement is to promote co-operation and harmony, recognize mutual interests, to provide a channel through which information and problems may be transmitted from one party to the other, to promote efficiency and quality service, to ensure prompt and fair disposition of grievances, to eliminate situations that lead to interruption of work and interference with the efficient operations of the Employer's business, and to set forth terms and conditions of employment which affect the Employees covered by this Agreement.

ARTICLE 2 – DEFINITIONS

2.01

In this Agreement:

- (a) "Employee" means all full-time or regular part-time employees of the Company working at its O'Regan BMW/MINI dealership, but excluding non-working Forepersons and those equivalent to the rank of non-working Foreperson and above, Financial Services Manager, Lot Attendant (Sales), Sales Consultant, Administrative Assistant, Office Manager, Showroom Greeter, Part-time clerk, Office Employees, and those persons excluded by section 2(2)(a) and (b) of the Trade Union Act;
- (b) "Apprentices" includes Apprentice Technicians;
- (c) "Technicians" includes Licensed Service Technicians and the Working Shop Foreman;
- (d) "Service Support Staff" includes Service Advisors, Assistant Service Manager, Service Support, Warranty Administrator, and Shuttle Driver;
- (e) "Parts Staff" includes Parts Administrators and Parts Advisors.

ARTICLE 3 – UNION SECURITY

3.01

The Employer recognizes the Union as the sole collective bargaining agent for all Employees as set forth in the certification order dated September 15, 2021.

3.02

The Employer agrees to deduct regular Union dues from wages of all Employees covered by this Agreement and a list of names and dues will be provided to the Union on a monthly basis and no later than the 15th of each month.

3.03

The Employer agrees to indicate on the T-4 slips the amount of all Union dues and deductions.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01

Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights include:

- (a) Maintain order, discipline and efficiency and, in connection therewith, to make, alter, and enforce from time to time rules and regulations, policies and practices to be observed by Employees at its sole discretion;
- (b) Select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff or recall Employees;
- (c) Require medical examination by a qualified physician for the purposes of health and safety, accommodation obligations or to confirm any claim made by an Employee;
- (d) Change, combine or abolish job classifications;
- (e) Determine the qualifications of an Employee to perform any job; the nature of tools, equipment, machinery methods or process; change or discontinue existing tools, equipment, machinery, methods or process;
- (f) Discontinue work;
- (g) Increase pay scales;
- (h) Offer or modify incentive programs (i.e. periodic spiffs) as business needs require; and
- (i) Decide on the number of Employees needed by the Company at any time.

ARTICLE 5 – OUR CUSTOMER SERVICE PROMISE

5.01

Teamwork is a critical part of the automotive service industry. Accordingly, individuals not in the bargaining unit may be required on occasion to perform work also performed by bargaining unit Employees in order to uphold the Company's high standard of customer service.

5.02

In the delivery of the Customer Service Promise, all Employees are responsible to ensure the customer is provided with the highest level of service which may require Employees to carry out functions outside their normal duties.

5.03

It is understood that the work carried out by individuals outside the bargaining unit will not result in the lay-off of bargaining unit Employees (i.e. the issuance of a Record of Employment).

ARTICLE 6 – RELATIONSHIP BETWEEN THE COMPANY AND THE UNION

6.01

The Union agrees that, except as provided for in this Agreement, authorized representatives of the Union will not be permitted to engage Employees on the premises of the Company, for Union purposes, during the Employees' working hours except with advance agreement of management.

6.02

The Company shall continue to have the right to contract out work not normally performed by the bargaining unit Employees. The Company shall have the right to contract out work normally performed by bargaining unit Employees if the necessary equipment, materials and bargaining unit Employees are unavailable to perform the work. The right to contract out will not result in the loss of any full-time bargaining positions.

ARTICLE 7 – PROBATIONARY PERIOD

7.01

The first nine (9) months of employment will be a probationary period for all Employees to ensure appropriate skill level and fit within the Company. A maximum extension of (3) months will be added to the probationary period if mutually agreed upon.

7.02

Probationary Employees do not have access to the Grievance Procedure except as may be legally required.

7.03

Probationary Employees may be terminated for any reason at the sole discretion of the Company including, without limitation, performance deemed inadequate by management, failure to get along with fellow Employees and/or supervisors, management, etc.

ARTICLE 8 – BENEFITS

8.01

The Company will continue to offer the Employees covered by this Agreement such benefits plans, Fitness Bonus and RRSP contributions as offered to other Employees of the Company. The Company will maintain the same Employer contribution for these benefits as offered to other Employees of the Company.

- (a) Fifty percent (50%) of the cost of the benefit plan;
- (b) RRSP contribution matching of fifty percent (50%) to the following maximums:
 - (i) Contributions of four percent (4%) of earnings after 1 year of employment (i.e. 2% Employer contribution);
 - (ii) Contributions of six percent (6%) of earnings after 2 years of employment (i.e. 3% Employer contribution).

ARTICLE 9 – HOURS OF WORK AND REST PERIODS

9.01

The provisions of this Article are for the purposes of defining the normal hours of work as a basis for calculating time worked and are not to be construed as a guarantee of hours of work per day or per week.

9.02

The Company may guarantee the hours of work per day or per week in the event of a shortage of work. Guaranteed hours will only be available for Employees who are up to date with the level of training required of them. Such determinations are at the sole discretion of the Company.

(A) Apprentices and Technicians

9.03

The standard work week will be 42.5 hours work consisting of 5 days of 8.5 hours each.

9.04

From Monday to Friday, the standard work day will be from 7:30 AM to 4:30 PM with a 30-minute unpaid lunch break.

9.05

Apprentices and Technicians may be required to work on Saturday as business needs require. On Saturday, the standard work day will be from 8:00 AM to 1:00 PM.

9.06

An Apprentice or Technician will work until 5:00 PM if they have not completed work on a customer's vehicle at the end of the standard work day and the work is reasonably capable of being completed in 30 minutes.

9.07

An Apprentice or Technician will not unreasonably refuse the Employer's request to work until 5:30 PM if they have not completed work on a customer's vehicle at the end of the standard work day or at 5:00 PM when paragraph 9.6 above applies if the work is reasonably capable of being completed on or before 5:30 PM.

(B) Service Support Staff and Parts Staff

9.08

The standard work week will be 42.5 hours consisting of 5 days of 8.5 hours each.

9.09

From Monday to Friday, the standard work day will be either 7:30 AM to 5:00 PM with a 60-minute unpaid lunch break, or 8:00 AM to 5:30 PM with a 60-minute unpaid lunch break.

9.10

Service Support Staff and Parts Staff may be required to work on Saturday as business needs require. On Saturday, the standard work day will be from 8:00 AM to 1:00 PM.

ARTICLE 10 – REPORTING FOR WORK

10.01

The Company agrees that an Employee reporting for work at the commencement of the Employee's regular shift, unless previously notified in advance not to do so, will be entitled to either of the following provisions unless the failure to supply work is due to conditions beyond the control of the Company which includes but is not limited to fire, flood, electrical or mechanical breakdown, or unforeseen closure of Company premises:

- (a) If the Employee is authorized to commence work and does so, assignment of their normal daily hours of work at their regular hourly rate or payment in lieu thereof if sent home prior to completion of the Employee's normal daily hours of work. An affected Employee is required to perform temporary assigned work as is available in order to qualify for payment hereunder; or
- (b) If the Employee is not authorized to commence work, the Employee will receive three (3) hours pay at the Employee's regular hourly rate.

ARTICLE 11 – OVERTIME

11.01

Overtime at the rate of time and one half (1.5) of the Employee's regular hourly rate of pay will be paid for authorized hours worked in excess of 48 hours per week.

11.02

Notwithstanding the above, where the Employer and an Employee agree to an arrangement for alternate time off for extra work in lieu of overtime, the Employee will be paid at the regular rate for the time worked.

11.03

The Company has the right to schedule overtime work. Overtime opportunities will be offered on the basis of Departmental Seniority, subject to the qualifications of the Employees.

ARTICLE 12 – PERSONAL TIME-OFF

12.01

Personal time off, medical and dental appointments must be authorized by the Employee's supervisor. The Employee's supervisor requires at least three (3) days notice to reduce disruption to department work flow. Wherever possible, the Employee will schedule personal time off so that it minimizes the Employee's time away from work, preferably on days off work, or the Employee may use vacation days. When appointments must be made on a working day, the Employee will consult with their supervisor to determine a mutually acceptable time.

ARTICLE 13 – HOLIDAYS

13.01 The following will be paid holidays for all Employees:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Natal Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

13.02

Whenever one of the above holidays falls on a Sunday or a Saturday on which the Employee was not scheduled to work, the preceding workday, following workday or a day proclaimed by the Province will be observed as the holiday instead.

13.03

The above will not apply to Remembrance Day.

ARTICLE 14 – HEALTH & SAFETY

14.01

The provisions of the Occupational Health and Safety Act and the Company's Health and Safety Policy will apply to the Company and Employees hereunder.

14.02

The parties will fully cooperate in fulfillment of the occupational health and safety programs, regulations and requirements in order to prevent accidents and promote health and safety.

14.03

The Joint Health and Safety Committee ("JHSC") will have a total of six (6) members and will be composed in accordance with the *Occupational Health and Safety Act*.

14.04

Each member of the JHSC will have the required training in accordance with the *Occupational Health and Safety Act* and will suffer no loss of wages while attending meetings or training.

14.05

During any absence of committee members, both parties will recognize a substitute member as designated.

14.06

In an effort to resolve any safety related issues in a timely manner, the JHSC shall meet once every two (2) months in accordance with the *Occupational Health and Safety Act*. Either party may request to meet sooner if urgent matters are required to be discussed.

14.07

The parties will hold a weekly toolbox meeting, which will be conducted in accordance with the Employee Handbook.

14.08

Employees covered by this Agreement are covered by the Nova Scotia *Human Rights Act* and the Company's Respectful Workplace Policy as set forth in the Employee Handbook.

ARTICLE 15 – VACATION

15.01

The vacation year will be from May 1 to April 30 of each year. Vacation time is based on years of service as follows:

Years of Employment	Vacation Time
After completion of probationary period	Two (2) weeks ¹
After completion of three (3) years	Three (3) weeks
After completion of seven (7) years	Four (4) weeks

15.02

Upon completion of the probationary period, Employees are entitled to one (1) week optional unpaid vacation per year. Optional unpaid vacation time must be taken in the year in which it is earned and may not be carried forward.

15.03

After completion of one (1) year of employment, Employees must take a minimum of two (2) weeks vacation each year. Employees entitled to more than two (2) weeks' vacation have the option to receive vacation pay in lieu of time off for the third and fourth week of vacation entitlement, subject to Company approval.

15.04

When a statutory holiday falls within an Employee's vacation period, the Employee will be provided with an additional vacation day with pay at a time mutually agreed upon by the Employee and their direct supervisor.

¹Once the Employee completes their probationary period they will be awarded two (2) weeks prorated vacation based on the time between their start date and April 30th. On May 1st the Employee will have access to the full vacation entitlements outlined above

15.05

Employees must submit their vacation time requests by April 30th each year. All vacation time requests are subject to Company approval, based on business and operational needs.

15.06

Vacation time will be scheduled based on Departmental Seniority; however, this can be modified by the Employer as business needs require.

ARTICLE 16 – SICK LEAVE & OTHER LEAVES

16.01

All full-time Employees are eligible for sick leave benefits. Part-time Employees are not paid for sick days.

16.02

Sick days accrue from the Employee's hire date, and are available to use upon completion of the probationary period.

16.03

Employees are entitled to four (4) sick days per twelve-month period starting December 1 and ending November 30 of the following year.

16.04

In the event an Employee is terminated, any unused sick days are automatically forfeited.

16.05

Sick days may be used in the following circumstances:

- (a) When an Employee is ill;
- (b) When a family member is ill;
- (c) An Employee's medical appointments.

16.06

Sick days cannot be carried forward; however, on November 30 of each year, any unused but accrued sick days for the previous twelve-month period will be paid out. Payment for accrued but unused sick days will be included in the regular mid-December pay.

16.07

Any sick leave must be reported to the Employee's direct supervisor. The Company reserves the right to require that an Employee provide medical documentation of an illness and to set reasonable limits on sick leave in individual cases.

16.08

An Employee upon written request to their immediate manager and at the Company's sole discretion, may be granted a leave of absence without pay and without loss of seniority.

16.09

Leave of Absence for Union Business: provided that notice in writing is given as soon as reasonably possible by the Union, leave of absence for legitimate Union business will be granted by the Company to representatives of the Union if operational requirements permit. No representative of the Union, Steward or Union Bargaining Committee member employed by the Company may leave his/her regular duties without the permission of his/her supervisor in order to attend Union business. The Employer shall continue the salary (including vacation accrual) and benefits of any Employee released on Union business and shall bill the Union for reimbursement.

16.10

All other statutory protected leaves, including pregnancy and parental leave, compassionate care leave, domestic violence leave, court leave (etc.), will be provided in accordance with the Nova Scotia Labour Standards Code and as set forth in this agreement as well as the Employee Handbook.

ARTICLE 17 – WAGES

(A) Apprentices and Technicians

17.01

Apprentices will be subject to the provisions of the approved Department of Labour Apprenticeship Training Programme and the wages set forth in Appendix "A".

17.02

Technicians will receive wages as set forth in Appendix "B".

17.03

Apprentices and Technicians are obligated to perform all repair operations within times established by recognized automotive repair journals in order to stay competitive. The time allotted for each repair operation has been deemed reasonably adequate for any competent technician and is achieved by technicians across Canada. Therefore, each Apprentice and Technician has the duty to ensure that the repair operations assigned to them are performed within the allotted time unless extenuating circumstances beyond their control prevent them from doing so.

17.04

It is understood that in case of negligence or faulty or poor workmanship which would require work to be redone (comeback) and or additional related work, as a result, the Apprentice or Technician who originally performed the work will be required to do the necessary corrective work without further compensation except for any pro rata payment based on a percentage of recovery made by the Employer. If the Apprentice or Technician is unavailable to do this comeback work, it will be assigned to another Apprentice or Technician with the necessary skills, who will be paid, at the appropriate rate and these labour costs may be charged back to the original repairing Apprentice or Technician. The Service Manager or designate will determine if a comeback is to be charged to an Apprentice or Technician.

17.05

Apprentices and Technicians are required to stay current with their training as new model and new technology courses are released by BMW/MINI Canada. If their BMW Level changes, either up or down, this will be reflected in their pay rate.

(B) Service Support Staff

17.06

Service Support Staff will receive wages as set forth in Appendix "C".

17.07

Service Advisors are required to stay current with their training as new model and new technology courses are released by BMW/MINI Canada. If their BMW Level changes, either up or down, this will be reflected in their pay rate.

(C) Parts Staff

17.08

Parts Staff will receive wages as set forth in Appendix "D".

17.09

Parts Advisors are required to stay current with their training as new model and new technology courses are released by BMW/MINI Canada. If their BMW Level changes, either up or down, this will be reflected in their pay rate.

17.10

Wage Increases - On the first anniversary date and on the second anniversary date the hourly wage rate in Appendix A, hourly wage rate in Appendix B, the pay rate in Appendix C and the daily pay rate in Appendix D shall increase by 2.5%.

ARTICLE 18 – BEREAVEMENT PAY

18.01

Employees who have completed their probationary period are eligible to receive Bereavement Leave benefits.

18.02

In the event the death of a member of the immediate family of an Employee occurs, that Employee will be granted five (5) consecutive working days leave of absence, three (3) of which will be paid, and one (1) of which will be the day of the funeral. For greater clarity, “immediate family” consists of the Employee’s spouse, father, mother, child, grandchild or sibling.

18.03

In the event the death of an Employee’s grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law occurs, the Employee will be entitled to three (3) working days leave of absence, one (1) of which will be paid.

18.04

Paid bereavement leave is not available for time the Employee would not have worked because of vacation, statutory holidays, or an extended leave of absence (e.g. maternity, parental, or short-term or long-term disability).

ARTICLE 19 – GENERAL

19.01

The Union and the Company agree to cooperate to bring all reasonably available and relevant technical information to the Employees.

19.02

Employees will, as a condition of employment, take and complete training as directed by the Employer, in order to maintain competency. The parties understand and agree that some training will be offered in the form of online courses. If it is required for an Employee to complete online training at home or at the workplace, after regular hours of work, the Employee will be paid \$25.00 per course with a duration of up to 30 minutes and \$50.00 per course with a duration of more than 30 minutes.

19.03

Travel may be required for completion of training. Reasonable travel expenses and wages for regular work hours will be covered by the Company, subject to prior approval and remittance of all relevant receipts.

19.04

When courses and technical training become available for the purpose of progressing toward Master Technician status, they shall be offered to Employees in a fair and equitable manner with seniority, skills, abilities, and qualifications being the governing factors for selection where operational requirements permit.

19.05

The Company will provide, at its expense, ten (10) pairs of coverall/workwear for Apprentices and Technicians and it is mandatory that Apprentices and Technicians wear such uniforms. Uniforms are the property of the Company. Missing uniforms not returned by the Employees will be the expense of the Apprentice or the Technician. At termination of employment, any non-returned uniforms will be deducted at cost from the Apprentice or Technician's final pay. Uniforms will be laundered at the expense of the Company. The Company will also provide Service Support Staff and Parts Advisors with five (5) shirts and five (5) pairs of pants on their start date of employment and will be replaced on an as needed basis in consultation with their manager.

19.06

Each Apprentice, Technician and Parts Advisor who has completed the probationary period will be provided with \$150 dollars for the purpose of defraying the cost of purchasing safety boots. Apprentices, Technicians and Parts Advisors must wait at least six (6) months between payments. Only one (1) payment per calendar year. Apprentices, Technicians and Parts Advisors must be actively and physically employed in order to qualify.

ARTICLE 20 – SENORITY

20.01

Seniority will apply to lay-offs, recalls, transfers and vacations. Seniority shall be established in the following manner:

- (a) Employment from the Employee's original date of hire ("Overall Seniority").
- (b) Date an employee entered another department ("Departmental Seniority").

In the event two (2) Employees are hired on the same day, their names will be drawn to determine the order of seniority.

20.02

In the event of a reduction in the workforce, the Company may retain a sufficient number of Employees possessing the BMW/MINI specialties it deems necessary. After taking account of the foregoing, Employees will be laid off from their position in the reverse order of their Departmental Seniority and recalled in the order of their Departmental Seniority provided they have the qualifications, skill, efficiency and ability to do the work.

20.03

In the event a classification is changed, combined or abolished by the Company, the Departmental Seniority rights of all those affected will be protected, subject to Article 20.5. Such Employees will be offered available positions provided they have the requisite qualifications, skill, efficiency and ability to do the work.

20.04

In the event a more senior departmental Employee volunteers to be laid off in advance of a less senior departmental Employee, this request will be subject to Company approval. Any Employee that takes a voluntary lay-off shall have an established end date for their layoff, subject to available work. Upon the end date they may exercise recall rights if any Employee with less Departmental Seniority are still employed or continue on layoff and receive a new end date.

20.05

An Employee will lose all seniority if the Employee

- (a) Voluntarily leaves the employ of the Employer or resigns and does not withdraw their resignation in writing within 24 hours;
- (b) Is discharged and not reinstated through grievance or arbitration procedure;
- (c) Is retired by the Employer according to the established retirement procedures;
- (d) Is laid off for a period of twelve (12) consecutive months;
- (e) Is absent from work for more than eighteen (18) months for medical reasons, or is absent from work for more than eighteen (18) months due to a long-term disability or parental leave;
- (f) Fails to return to work upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the Employee and the Employer have been made for an extension of such leave, or utilizes a leave of absence for purposes other than those which leave of absence was granted;
- (g) Fails to return to work after being recalled from extended lay-off by notice sent via telephone. When the Employee cannot be contacted by telephone, the Employer will then notify the Employee by email or text message. It shall be the Employee's responsibility to keep the Employer and the Union notified of any change to their contact information; or
- (h) Is absent, without notifying the Company, for two (2) days.

ARTICLE 21- VACANCIES AND PROMOTIONS

21.01

When a job vacancy occurs, the Employer will post the job internally and externally for a minimum period of five (5) days to allow Employees who wish to fill the vacancy time to submit their application unless operational requirements necessitate a shorter posting period.

21.02

Jobs will be awarded based on the following factors:

- (a) skill, ability, qualifications; and
- (b) Departmental Seniority.

In all cases where the items referred to in (a) above are determined to be equal, factor (b) will govern.

21.03

Upon hiring or change of status, the Employer will provide the Employee with a letter of appointment indicating the Employee's job title, salary rate and employment status and with a copy of the applicable Job Description.

ARTICLE 22 – DISCIPLINARY ACTION

22.01

No Employee will be disciplined without reasonable grounds or discharged without just cause.

22.02

The Company may use the following progressive disciplinary steps, however, depending on the severity of the problem or the number of previous occurrences, one or more of the steps in progression may be bypassed:

- (a) Step one: verbal warning
- (b) Step two: written warning
- (c) Step three: suspension with or without pay
- (d) Step four: termination

Some behaviour is serious enough to justify either an immediate unpaid suspension or termination of employment without the normal progressive disciplinary steps outlined above.

22.03

An Employee shall have the right to have a Steward present at any meeting where the Employer discharges, suspends or disciplines the Employee.

22.04

The Employer shall provide the Employee and the Union with a copy of any written warning or adverse report affecting the Employee. Any reply by the Employee shall become part of his/her record. After twenty-four (24) months with no subsequent discipline, warnings and adverse reports will be removed from the Employees file, with the exception of suspensions and incidents of a violent or sexual nature.

ARTICLE 23 – GRIEVANCE PROCEDURE

23.01

A grievance is a dispute concerning interpretation and application of any clause in this Agreement and alleged abuse of discretion and supervision in the treatment of Employees.

23.02

It is the mutual desire of the Company and the Union that complaints of Employees will be addressed as quickly as possible, and it is understood that the Employee has no grievance until the Employee has first given their direct supervisor an opportunity to address the complaint.

23.03

The Company and the Union agree that the time provisions of the grievance procedure may be amended by mutual written agreement of the parties.

23.04

The Union will appoint a Steward who will assist in the adjustment of grievances in accordance with the grievance procedure.

23.05

The following grievance procedure will be followed:

- (a) Step 1: If an Employee wishes to discuss any complaint with the Company, they will take it up with their direct supervisor, or such other designate as may be identified. The Steward may be present for the meeting at the Employee's request. Any complaint will be raised within three (3) working days from the date on which the cause of the complaint was discovered. The Employee's direct supervisor will give their decision within five (5) working days thereafter.

- (b) Step 2: If the direct supervisor's decision is not satisfactory, the Union must submit a written grievance to the Vice-President of Fixed Operations, signed by the Employee and the Steward, within three (3) working days of the direct supervisor's decision. The Vice-President of Fixed Operations, or such other designate as may be identified, will meet with the Employee within five (5) working days after the grievance has been referred to them. The Vice-President of Fixed Operations must give a written decision within five (5) working days of the meeting.
- (c) The Union must refer any matter to arbitration within five (5) working days following the Vice-President of Fixed Operations' decision.

23.06

The failure of either party to process a grievance within the specified time limit or by not following the steps outlined in Article 23 – Grievance Procedure will be an absolute bar to the further processing of the grievance.

ARTICLE 24 – ARBITRATION

24.01

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the above grievance procedure, notify the other party in writing of its desire to submit the difference or allegation to arbitration. For greater clarity, no matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

24.02

The parties will attempt to select, by agreement, an arbitrator. If the parties fail to agree upon an arbitrator, the appointment will be made by the appropriate Minister responsible for Labour in Nova Scotia upon the request of either party.

24.03

The arbitrator will hear and determine the difference or allegation and will issue a decision which is final and binding upon the parties and upon the Employee affected by it.

24.04

The arbitrator will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, delete or amend any part of this Agreement.

24.05

The parties will equally share the fees and expenses of the arbitrator.

ARTICLE 25- STRIKES OR LOCKOUTS

25.01

During the term of this Agreement, there will be no strike, walkout, stoppage of work, slowdown, picketing, or any other interference with the operations of the Company by the Union and there will be no lockouts on the part of the Company.

ARTICLE 26 – DAMAGES

26.01

Any damage caused by an Employee that is intentional, repeated and/or occurs as a result of gross negligence shall result in disciplinary action up to and including termination of employment.

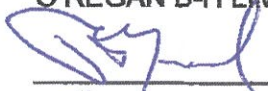
ARTICLE 27 – DURATION

27.01

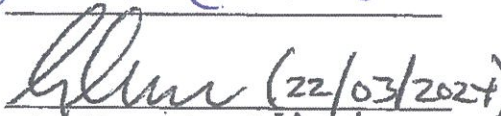
This Agreement will continue in effect for three (3) years from the date of ratification and will continue in force from year to year thereafter unless in any year no less than sixty (60) days, and not more than ninety (90) days, prior to the expiry date, either party will furnish the other with notice of its desire to enter into negotiations to amend or renew all of or any part of this Agreement.

Signed this 29th day of February, 2024.

FOR THE EMPLOYER
O'REGAN B-H LIMITED:



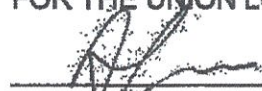
Chairman



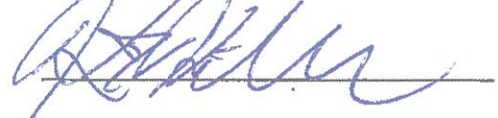
William Wojcik (22/03/2024)

AHldccope343
2024 Negotiations: O'Regan B-H Limited &
Unifor Local 4005

FOR THE UNION, LOCAL:
FOR THE UNION LOCAL 4005:







Appendix A- APPRENTICE WAGE RATES, CLASSIFICATIONS

Level	Hours Per Level	Hourly Wage		
		Ratification	1 st anniversary (2.5%)	2 nd anniversary (2.5%)
1	0-900	\$17.00	\$17.43	\$17.86
	901-1800	\$18.00	\$18.45	\$18.91
2	1801-2700	\$19.00	\$19.48	\$19.96
	2701-3600	\$20.00	\$20.50	\$21.01
3*	3601-4500	\$21.00	\$21.53	\$22.06
	4501-5400	\$23.00	\$23.58	\$24.16
4*	5401-6300	\$26.00	\$26.65	\$27.32
	6301-7200	\$27.00	\$27.68	\$28.37

Incentives ¹
Production incentives as per existing practice.

¹ Productivity incentives only apply to level 3 and 4 apprentices. Level 1 and 2 apprentices are expected to focus on learning the trade prior to considering their productivity.

Appendix B- TECHNICIANS WAGE RATES, CLASSIFICATIONS AND PERMIUMS³

Level ⁴	Hourly Wage		
	Ratification	1 st anniversary (2.5%)	2 nd anniversary (2.5%)
Level 1 – Associate	\$30.00	\$30.75	\$31.52
Level 2 – Member or 3 years Red Seal Experience	\$31.50	\$32.29	\$33.09
Level 3 – Certified or 6 years Red Seal Experience	\$33.00	\$33.83	\$34.67
Level 4 – Master	\$34.50	\$35.36	\$36.25
Working Shop Foreman	\$38.50	\$39.46	\$40.45

Incentives*
Production incentives as per existing practice.

Electric Vehicle Training Additions*	
High Voltage Battery	\$1.00/hour added to base wage if <u>either</u> level C or D of EV Training is achieved and maintained
High Voltage Specialist	\$2.00/hour added to base wage if <u>both</u> level C or D of EV Training is achieved and maintained

*Working Shop Foreman does not qualify for these additions

Working Shop Foreman Bonus	Monthly Bonus Amount
BMW CSI above national	\$150.00
MINI CSI above national	\$150.00
Shop productivity 80%-89.9%	\$100.00
Shop productivity 90%-99.9%	\$200.00
Shop productivity 100%	\$400.00

³ Any Technician who is currently earning above these wages (above market wages) will be red circled at their current wage for the term of the contract. They will also be entitled to the specified bonus/incentive amounts.

⁴ Employees will not be moved to level 3 "certified" or level 4 "master" until they pass both the written and in-person exams. For further clarity, Employees will not get wages for the higher level if the in-person exam is not completed, even if they are listed as Level 3 or 4 for the purposes BMW reporting.

The **CSI Bonus** is based on a national average, based on customer service feedback surveys and published monthly by BMW and MINI.

The **Shop Productivity** level is calculated based on time allowances as published by Mitchell Pro-Demand (service price guide subscription) and/or the warranty time allowance as set and established by the BMW/MINI warranty & policy manual.

Appendix C- SERVICE SUPPORT STAFF WAGE RATES, CLASSIFICATIONS AND BONUS⁵

Position	Level	Daily Pay Rate			Bonus
		Ratification	1 st anniversary (2.5%)	2 nd anniversary (2.5%)	
Service Support		\$150.00	\$153.75	\$157.59	N/A
Service Advisor	1 – Associate	\$165.00	\$169.13	\$173.35	CSI +Tiered Customer Pay Labour Sales
	2 – Member	\$175.00	\$179.38	\$183.86	
	3 – Certified	\$185.00	\$189.63	\$194.37	
	4 – Master	\$195.00	\$199.88	\$204.87	
Assistant Service Manager - BMW		\$235.00	\$240.88	\$246.90	CSI
Assistant Service Manager - MINI		\$225.00	\$230.63	\$236.39	CSI + Tiered Customer Pay Labour Sales
Warranty Administrator		\$230.00	\$235.75	\$241.64	N/A
		Hourly Pay Rate			
Shuttle Driver		\$16.00	\$16.40	\$16.81	N/A

The **CSI Bonus** is based on a national average, based on customer service feedback surveys and published monthly by BMW and MINI. If an Employee's CSI rating is above the national average, they receive a bonus of \$300 for that month. The top scoring advisor will receive a bonus of \$400 (total – not in addition to the \$300).

The **Tiered Customer Pay Labour Sales Bonus** is a labour sales incentive that is based on the individual customer pay labour sales for each customer-facing service advisor and the MINI Assistant Service Manager. The bonus amount is calculated based on monthly sales as follows:

⁵ Any Service Support Staff who is currently earning above these wages (above market wages) will be red circled at their current wage for the term of the contract. They will also be entitled to the specified bonus/incentive amounts.

Monthly Customer Pay Labour Sales	Bonus Amount
\$15,000	\$150.00
\$20,000	\$400.00
\$25,000	\$600.00
\$30,000	\$800.00
\$35,000	\$1,000.00

Appendix D- PARTS STAFF WAGE RATES AND CLASSIFICATIONS⁶

		Daily Pay Rate		
Position	Level	Apprentice	1 st anniversary (2.5%)	2 nd anniversary (2.5%)
Parts Administrator		\$235.00	\$240.88	\$246.90
Parts Advisor	1 – Associate	\$155.00	\$158.88	\$162.85
	2 – Member	\$165.00	\$169.13	\$173.35
	3 – Certified	\$175.00	\$179.38	\$183.86
	4 – Master	\$195.00	\$199.88	\$204.87

⁶ Any Parts Staff who is currently earning above these wages (above market wages) will be red circled at their current wage for the term of the contract.

LETTER OF UNDERSTANDING

BETWEEN

O'REGAN B-H LIMITED

(the "Company" or the "Employer")

- and -

UNIFOR 4005

(the "Union")

(collectively the "Parties")

WHEREAS the Parties wish to clarify the terms of the Company's existing production incentives as referenced in Appendix A and B of the Collective Agreement (the "Incentive Bonus").

AND WHEREAS the Parties agree that the Incentive Bonus terms outlined below accurately reflects the Company's existing production incentive practices.

AND WHEREAS the Parties agree that Incentive Bonus terms outlined below will form part of the Collective Agreement.

AND WHEREAS the Parties agree that Incentive Bonus terms are confidential and will not be attached to the Collective Agreement filed with the Department of Labour.

NOW THEREFORE the Parties agree that the Incentive Bonus will be administered in accordance with the following terms for the duration of the Collective Agreement:

1. *Technician individual productivity bonus based on their performance in the pay period:*
 - a. *80-89% = hourly base rate + \$1/hr (increase applies to all actual hours worked in shop during pay period)*
 - b. *90-99% = hourly base rate + \$2/hr (increase applies to all actual hours worked in shop during pay period)*
 - c. *100% and up = flat rate hours paid out at hourly base rate + \$2/hr (increase applies to all flat rate hours produced during pay period)*

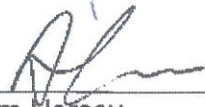
After Hours PDIs - flat rate hours added to bonus (3.0hrs per PDI, 0.6hrs per MVI)

O'REGAN B-H LIMITED



Tim Manuel

UNIFOR



Adam Hersey