



IAM
UNION

WESTMINSTER



COLLECTIVE AGREEMENT

BETWEEN

**MARATHON MOTORS INC.
(WESTMINSTER TOYOTA)**

AND

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857**

EFFECTIVE FROM:

APRIL 1, 2025, TO AND INCLUDING MARCH 31, 2029

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

**MARATHON MOTORS INC.
DBA
(WESTMINSTER TOYOTA)**

(Hereinafter referred to as the Company)

- AND -

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857**

(Hereinafter referred to as the Union)

EFFECTIVE FROM:

APRIL 1, 2025, TO AND INCLUDING MARCH 31, 2029

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

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SECTION 1 - RECOGNITION

- 1.01** The Company shall recognize the Union, its designated agents and representatives, its successors, and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the bargaining unit with respect to wages, hours of work and all other terms or conditions of employment.

All work being performed by members of the bargaining unit and/or described by the Certificate of Bargaining authority shall be performed only by Bargaining Unit employees. The only exceptions shall be those contained in this Collective Agreement.

- 1.02** All employees within the bargaining unit as defined by the Certificate of bargaining authority, who are members of the Union, or who may, during the term of this Agreement, become members of the Union, shall as a condition of employment, retain membership in good standing for the duration of this agreement. In the event that any employee affected by the foregoing fails to pay their monthly dues, initiation and/or reinstatement fee, the Company shall discharge such employee within five (5) days of receipt of written notice from the Union that they have not complied with this paragraph and/or that they are in arrears in accordance with the Union Constitution.
- 1.03** The Company shall be free to hire new employees who are not members of the Union with the provision that all new employees upon being hired shall be required to sign an application for membership in the Union and a checkoff authorization before commencing work. The application for membership and the checkoff authorization for deduction of monthly dues and initiation or reinstatement fee shall be completed by the employee and immediately be returned to the Company's Personnel Department who will, without any undue delay, forward the application for membership and checkoff authorization to the Union office. The authorization and application for membership forms will be supplied by the Union.
- 1.04** Upon receipt of a signed authorization from the employee, the Company agrees to deduct and pay over to the Secretary Treasurer of the Union any initiation fee, reinstatement fee and the monthly dues of the Union. The Company agrees to make such deductions from the employee's first pay cheque each month and to forward these deductions (together with a list of the employees and the amount deducted from each employee) to the Union office in such a way that they are received in the Union office by the end of the month for which the deductions were made. In the event of any omission of employees from the checkoff list of Union dues deductions, the Company shall state the reason for such omission. Any employee who works the major portion of any calendar month shall be deducted Union dues. Statutory Holidays and vacations are considered days worked for the purpose of this Section.
- 1.05** When hiring help, the Company agrees to first call the Union office. In the event that the Union is unable to supply help which is satisfactory to the Company, the Company shall be free to hire help in accordance with 1.03 of this Section.

- 1.06** If any employee of the Company should be elected to act as a delegate for the Union they shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business, provided that not more than one employee shall be absent at any one time for every fifty (50) employees or portion thereof.
- 1.07** If any employee of the Company should be elected to serve the Union on a full time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of four (4) years. They shall be re-employed at the same type of work which they performed prior to this leave of absence and with seniority accumulated, provided that not more than one employee be absent at any one time.
- 1.08** Any person performing work with the "tools" of a trade or classification covered by this agreement, shall, if working more than forty percent (40%) of pay period with said tools, be considered part of the bargaining unit. No employee in the bargaining unit will be displaced as a result of this paragraph.
- 1.09** Upon request of the Business Representative(s), (but not more than once in any three month period) the Company shall furnish a list of all employees in the bargaining unit with their date of commencement of employment and classification.
- 1.10** The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union, as set out in the BC Human Rights Act. The Company and the Union also recognize the right of employees to work in an environment free from harassment and agree that sexual harassment will not be tolerated in the workplace.
- 1.11** The Company shall not require any employee to cross a legal picket line.

SECTION 2 - RESERVATIONS TO MANAGEMENT

- 2.01** The Union recognizes the right of the Company to demote, transfer, or discharge any employee subject to the provisions of this agreement.
- 2.02** The Union further recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this agreement.
- 2.03** The Company also reserves the right to supplement and alter from time to time, rules and regulations to be observed by the employees; said regulations and rules not being inconsistent with the provisions of this agreement.

SECTION 3 - UNION ACTIVITIES

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

SECTION 4 - HOURS OF WORK

- 4.01** The standard working day shall be one of eight (8) hours. The standard working week shall be one of forty (40) hours with two (2) consecutive days off, one being Sunday. The standard working day starting and stopping times shall be arranged between the Company and the Union, between the hours of 6:00 A.M. and 6:00 P.M.
- 4.02** Any regularly scheduled shift which ends after 6:00 P.M. shall be considered a second shift for which all employees working this shift shall receive a shift premium of thirty-five (.35) cents per hour. All employees working the second shift shall have a lunch period of at least thirty (30) minutes for which no pay will be allowed.
- 4.03** Any regularly scheduled shift which ends after 1:00 A.M. shall be considered a third shift for which employees working this shift shall receive a shift premium of fifty-five (.55) cents per hour above the second shift premium.
- 4.04** Employees working a Saturday shift shall receive a minimum of eight (8) hours' pay for a maximum of seven and one-half (7 1/2) hours of work.
- 4.05** **Ten Hour Shift**

It is agreed that the company may institute an extended schedule of hours as per the following terms for all Bargaining Unit Employees.

- (A) Employees participating in the schedule will do so on a seniority basis.
- (B) A work week will consist of four ten hour days Monday through Saturday. The individual shifts shall be determined by mutual agreement.
1. Changes or rotations in this shift may occur by mutual agreement between the parties. Seniority bumping will be limited to once per 6 months.
 2. Two weeks notice of shift change must be given by individuals.
- (C) Start and stop times will be between 6:00 am and 6:00 pm.

1. Overtime pay shall be calculated using the hourly rates as per schedule "A" wage rates.
2. Any regularly scheduled shift which ends after 6:00 P.M. shall be considered a second shift for which all employees working this shift shall receive a shift premium of thirty-five (.35) cents per hour.
3. An employee requested to work outside of their regularly scheduled shift shall receive the rate of time and one half for the first four hours, and double time for the rest. Overtime rates shall apply after 10 hours per day and/or 40 hours of actual time worked per week.
4. When an employee attends training on a regularly scheduled day off, the Company has the option to grant the employee a scheduled work day off in lieu of paying overtime.

(D) General Holidays - Section 11.02 shall apply with the following provisions:

1. When a General Holiday falls on a regularly scheduled working day, the employee shall receive the day off and be paid for the holiday on a (10) hour basis. If a General Holiday falls on a regular day off, it may be taken at a later date on an alternate day or days chosen by mutual agreement. These days will be allocated on a seniority basis.
2. Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, the employee shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at the employee's option. Such day off will be a mutually agreed day in conjunction with other days off.

4.06 No employee shall work during their designated lunch period.

4.07 Employees shall be allowed sufficient time during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.

4.08 Hours of work or portions thereof may be changed during the life of the Agreement by mutual agreement between the parties. Agreement will not be unreasonably withheld.

Current example, an 80 hour pay period may be worked as 1st week of 48 hours followed by a 2nd week of 32 hours.

This shift would be staffed by volunteers or a rotation by all employees.

4.09 The Company agrees to grant all employees covered by this agreement two (2) ten (10) minute rest periods each day, one in the forenoon and the other in the afternoon without loss of pay. The time for said breaks to be determined by Management.

SECTION 5 - OVERTIME

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

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

SECTION 6 - VACATIONS

- 6.01** Vacations shall be granted as follows:
- (A) To employees with one (1) year service or more, two (2) consecutive weeks vacation with 4% of gross annual earnings.
 - (B) To employees with two (2) years' service or more, a third week's vacation with 6% of gross annual earnings.
 - (C) To employees with nine (9) years' service or more, a fourth week's vacation with 8% of gross annual earnings.
 - (D) To employees with twenty (20) years' service or more, a fifth week's vacation with 10% of gross annual earnings.
 - (E) A third, fourth and fifth week's vacation as described in 6.01 (B), (C) and (D) may, at the discretion of the Company be allotted in a separate period or periods from the two weeks under (A) of this Section.

- (F) Employees off work for any reason whatsoever between Anniversary dates, will be paid vacations as defined in paragraph 6.03 (A) and (B). It is intended that this prorating shall apply to vacation pay, not to vacation entitlement.

6.02 Any vacation granted under 6.01 (A) of this Section must be taken at a time designated by the Company between the months of April and October inclusive, unless otherwise mutually agreed to by the Company and the employee. Vacation time for the purpose of Section 6.01 will be computed annually, allowing for proration of vacation entitlement based on years of service from the employee's anniversary date of employment. All vacation entitlements, shall be taken within the current calendar year they are calculated. Employees will not be paid for vacations not taken, for clarification, employee's are to take vacation and not expect to be paid for vacation time not taken. Vacation entitlements will be calculated from an employee's anniversary date, but will be prorated, where necessary, and paid and managed on a calendar basis.

Vacation lists for the purpose of vacation preference shall be posted no later than January 1st of each calendar year. Seniority will be the determining factor in allocating the first two (2) weeks of vacation entitlement in each department or classification. Senior employees will be given five (5) working days in which to select their two (2) week vacation period. Failure to so select within the five (5) days shall lead to the losing of seniority preference.

6.03 Employees terminating their employment during the course of a working year in respect of which they have not received an annual vacation, shall receive vacation pay on the following basis:

- (A) If service less than one (1) year, on the basis of the Employment Standards Act of the Province of British Columbia.
- (B) If service of one (1) year or more, on a basis of a proportionate amount as set out in paragraph 6.01 of this Section.

6.04 Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, they shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof at the employee's option. Such day off will be a mutually agreed day in conjunction with other days off.

6.05 The Company agrees that at least two (2) weeks prior to an employee going on their regular vacation, each employee shall be notified as to the date of their vacation allotment.

SECTION 7 - DISCIPLINARY SUSPENSION AND DISCHARGE CASES

- 7.01** In the event of an employee on the seniority list being suspended or discharged from employment and believing they have been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the method of adjustment of grievance herein provided. A claim by an employee that they have been unjustly suspended or discharged may be settled by confirming the Company decision in suspending, discharging, or laying off the employee, or by reinstating the employee with full, partial, or no compensation for the time lost as seems just and equitable in the opinion of the conferring parties or the Board of Arbitration as the case may be.
- 7.02** A Shop Steward or Business Representative (with a reasonable expectation of a Business Representative being available within five (5) Business days) shall be present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit.

SECTION 8 - GRIEVANCE PROCEDURE

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

SECTION 9 - ARBITRATION PROCEDURE

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

The Party desiring arbitration shall notify the other Party in writing and include the particulars in dispute. Within five working days thereafter, the Parties agree to seek a single, mutually agreed upon, arbitrator.

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

All decisions will be final and binding upon the Parties.

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

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

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

SECTION 10 - SENIORITY

- 10.01** In all layoffs and re-employment the rule of seniority shall prevail provided employees to be retained or recalled by reason of seniority have the ability to perform the work available. Resignation at any time forfeits seniority except in the case of an employee obtaining from the Company authorized leave of absence in writing, a copy of which shall be filed in the Union office.

- 10.02** (A) Discussions will be held with the Union business representative(s) before a layoff out of seniority is made.
- (B) Employees shall be told if a release from employment is a layoff or termination. The Union office shall be notified within three (3) days in writing as to whether an employee has been laid off or terminated.
- (C) Seniority of an employee will be cancelled if they:
- (1) Voluntarily leaves the employ of the Company except where written leave of absence is granted by the Company and a copy sent to the Union.
 - (2) Is discharged for cause and is not reinstated as a result of the grievance procedure.

- (3) In the case of absence due to sickness or accident or while covered by Workers' Compensation, fails to report for work immediately they are declared fit for work.
 - (4) Is given a termination slip upon leaving the Company and is not reinstated as a result of the grievance procedure.
 - (5) Has been laid off for a period longer than nine (9) months.
- (D) New employees or non-bargaining unit personnel will not be hired or employed in a classification while employees in the same classification are on layoff. For the purpose of this clause "layoff" shall include short-term layoff.
- 10.03** New employees shall serve a probationary period of three (3) months. The probationary period may be extended by mutual agreement between the Company and the Union.
- 10.04** When a layoff becomes necessary, probationary employees shall be laid off first; thereafter the Company may either layoff employees in accordance with this Section or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.
- 10.05** (A) Effective April 1st, 1985, seniority shall be defined as length of continuous membership in the Union while employed with the Company.
- (B) Notwithstanding the foregoing, employees promoted out of the bargaining unit, who do not maintain membership in the Union, will be credited with fifty per cent (50%) of their seniority accumulated while in the bargaining unit upon their return. Seniority will not be accumulated while out of the bargaining unit.
- 10.06** (A) So long as it is consistent with other provisions of this Agreement, if employees laid off or displaced from their jobs by the layoff procedure, have the ability to perform the work available, they may themselves displace ("bump") other, lower-classified employees who have less seniority with the Employer and assume the wage rate of that classification.
- (B) For the purpose of recall from layoff, and subject to (A) above, the Union and the Employer agree that, where possible, the sequence shall be reversed.
- (C) This clause shall not apply with respect to short term layoffs as defined in Section 12, Paragraph 12.04 ("Guarantee") of this Agreement.

SECTION 11 - GENERAL CONDITIONS

- 11.01** Wages shall be paid weekly or bi-weekly with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating rate of pay, overtime hours, earnings and deductions, covering each pay period. Wages shall be paid during working hours in such a way as to eliminate unnecessary waiting on the part of the employees. In the case of employees working the day shift, every effort will be made to make such payment prior to noon or by Direct Deposit.
- 11.02** All employees shall receive twelve (12) Statutory Holidays and one (1) 'floater' day with pay at their regular straight time rate. The 'floater' day will be granted on a day or half (1/2) day(s) by the Company on a day or half (1/2) day(s) mutually acceptable to the Company and the employee. The "floater" may also be used in two (2) hour increments for medical leave. The designated days shall be:

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

Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

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

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

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

- (C) Pay for the above Statutory Holidays shall be in addition to any overtime pay for hours worked on Statutory Holidays.

- 11.03** The Company agrees to provide protective clothing and equipment to all employees whose duties entail work that may be injurious to their clothing and/or person as provided in the Industrial Health and Safety Regulations of the WorkSafeBC

An annual safety footwear reimbursement of Two Hundred dollars (\$200.00) per year accumulative to a maximum of two (2) years for mechanics and parts persons on presentation of receipt for CSA approved safety footwear.

- 11.04** All uniforms and coveralls shall be supplied free of charge to employees by the Company. Employees are expected to take reasonable care of clothing and equipment supplied.
- 11.05** Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.
- 11.06** Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothes and personal belongings.
- 11.07** The Company agrees to provide lunch space(s) of a sufficient size to accommodate the staff.
- 11.08** The Company agrees that the plant(s) shall be heated and adequately ventilated.
- 11.09** Employees required to report for work outside the Company's premises shall be paid for all travelling time, plus transportation and incidental expenses.
- 11.10** Employees required to report for work outside the city limits, which necessitates their being absent from their homes overnight, shall be paid for all travelling time up to a maximum of eight (8) hours in each twenty-four (24) hours required to travel to and from the job, plus all transportation, hotel and meal expenses. In addition a premium bonus of twenty-five (25) cents per hour shall be paid to the employee(s) for all time actually spent on the job. Provided that it is agreeable to the employees concerned to travel on Sundays or Holidays, it is understood that the rate for travelling time will be at straight time.
- 11.11** The Company agrees to provide adequate space, in a permanent location, acceptable to the Union, for a bulletin board. The bulletin board shall be supplied by the Union, to remain the property of the Union for the sole use by the Union for the purpose of conveying information by notice or letters to its members in the plant(s).

The Union agrees that the bulletin board shall not be used for the dissemination of political propaganda or advertising matter not relating directly to Union business.

- 11.12** No employee shall solicit any work on Company premises or from customers of the Company at any time that could be construed in any way as competitive with the Company. Violations of this clause shall be subject to discipline by the Company, or the Union or both. Following investigation, violators may be warned, suspended or terminated; repeated violations shall result in dismissal from the job and possible suspension from the Union.

- 11.13** No employees shall leave the premises for any purposes whatsoever during their working hours without securing permission from their supervisor or department head. Provided however, that where an employee's normal duties require them to leave the premises, the supervisor or department head shall give such employee definite instruction as to their duties and the requirements for such permission.
- 11.14** No provision of this Agreement will be used to reduce wages or removing working conditions presently in force; it being understood that staff picnics or bonuses shall not be deemed to have reference to said "working conditions". Any improved working conditions introduced by the Company on a trial basis shall be excluded from the provisions of this clause.
- 11.15** The Company agrees that should any employee classified in this agreement be also employed in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, they shall receive \$15.00 per week in addition to their regular weekly wage. This additional payment, however, shall not be recognized in the computation of the employee's hourly rate. The Company further agrees to reimburse all appointed First Aid persons for the cost of the tuition of the required First Aid course upon successful completion.
- 11.16** Time absent from work shall be deducted on a pro rata basis.
- 11.17** **HEALTH & WELFARE**

The Employer will provide a Health and Welfare Plan that will be CADA 360. Plan number 342995 or equivalent plan.

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

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

Coverage for the employee and their dependents which shall include:

1. Medical Services Plan of British Columbia
2. Extended Health Benefits as provided by M.S.A. or its equivalent.
3. A mutually agreed upon Dental Plan that will provide ninety percent (90%) of Plan "A" and fifty percent (50%) of Plan "B" with an Annual Limit of \$1,500.00 based on the most current schedule of fees for the College of Dental Surgeons of B.C.
4. Vision Care Provision: \$325.00 per two year period for the member and their dependents.

Coverage for the employee which shall include:

5. Life Insurance of one (1) times annual earnings rounded to the next higher \$1,000.00 Double Indemnity for Accidental Death or Dismemberment.
- (B) The employee agrees to pay 100% (or 30% of A and B combined, whichever is greater) of the required monthly premiums to provide:
1. **Short Term Disability (STD)** income benefits up to 66.67% of Weekly Earnings to a maximum of \$800.00 per week or E.I. equivalent whichever is greater, on the basis of pay for the first day of accident, the fourth day of illness, for seventeen weeks. (1-4-17)
 2. **Long Term Disability (LTD)** on the basis of fifty percent (50%) of wages to be paid to disabled employees (subject to normally accepted insurance provisions) until disability ceases or age 65, whichever comes first.

Occupational Vision Plan (OVP)

The Occupational Vision Plan (OVP) is a province wide prescription safety eyewear program for companies and organizations owned and administered by the BC Association of Optometrists (BCOA), a not for profit professional association of Doctors of Optometry.

Safety Glasses will be available to all permanent employees in the following way: Safety glasses are available at cost to the employee from an optometrist registered under the Marathon Motors Inc. (Westminster Toyota) Plan (BCOA).

Glasses will be obtained through the registered Marathon Motors Inc. (Westminster Toyota) Plan (BCOA), which designates the frames and services available through the registered local optometrist.

11.18 HEALTH AND WELFARE PLAN

1. The Company agrees to pay an amount equal to three (3) days of weekly indemnity payment, in addition to regular benefits, to employees who are on weekly indemnity benefits and have been off work for a period of at least four (4) calendar days or more due to illness.
2. The Company agrees to recognize Maternity/Paternity Leave benefits in accordance with the provisions of Part 7 of the Employment Standards Act of B.C.

11.19 SICKNESS AND ACCIDENT COVERAGE

- (A) When an employee is off work due to layoff, they shall be entitled to one full month's benefits (as provided in paragraph 11.17 and 11.18 of this Section) following the month of layoff. The Company shall pay their share of the cost of the premiums for this coverage.

- (B) When an employee is off work due to sickness or layoff (in excess of the period specified in (A) of this Section), they shall advise the Company if they wish to remain on the "Welfare" and Medical plans and make arrangements with the Company as to the method of providing and paying the necessary total premiums.
- (C) When an employee is on Workers' Compensation, the Company shall continue to pay their share of the cost of the Welfare and Medical Plans, provided the employee-member pays their portion of the cost, for a period of twelve (12) months. After this period, the continuation of coverage will be based on the formula of one (1) month's coverage for each twelve (12) months of completed service. Said employee may revert to the provisions of (B) above.

11.20 An employee who is injured to such an extent that they are obliged to cease work immediately and is treated for such injury will be paid for all time lost during regular hours worked while being treated. If the injury is such that a doctor recommends that the employee should not return to work on the day of the injury, the employee will be paid for the balance of their regular work day. Payment as set forth in this paragraph refers only to the first day of any one injury.

11.21 LEAVE OF ABSENCE

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

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

11.23 BEREAVEMENT LEAVE

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

11.24 JURY OR WITNESS DUTY

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

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

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

11.25 TOOL INSURANCE

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

- (A) Maximum coverage - \$20,000.00
- (B) Deductible - \$100.00
- (C) Insurance shall cover loss by fire, or theft, upon evidence provided as per normal insurance regulations. If signs of forced entry are present, the Company will pay the deductible. The mysterious disappearance of tools shall not be covered. Insurance shall cover tools on the premises of the Company, or, while being used by the employee outside the premises under the direction of the Company.
- (D) Coverage to be effective subject to the employee providing the Company with an up to date inventory of tools owned.

Individual dealers are to supply insurance in their own best interest.

11.26 A Four Hundred and twenty-five dollar (\$425.00) non-cumulative annual tool reimbursement will be provided to journey person service mechanics and apprentice service mechanics for the purpose of replacement or adding to their personal tools used in the performance of their work for the Company. This will be provided by reimbursing the employee for an approved tool purchase.

11.27 The Company agrees to accept and recognize a signed authorization from the employees for payment by payroll deduction of monthly contributions to the I.A.M. Investors Retirement Plan (Group RRSP) or its successor plan. The employee's monthly contributions shall be submitted to the Union office monthly, together with a list of contributors and the amounts contributed by each employee. The remittance shall be made at the same time that the monthly Union dues are remitted to the Union, as per Section 1.04, but shall be on a separate cheque from the employee's Union dues.

- 11.28** Refusal on the part of an employee to sign any authorization for deduction, except as provided in this agreement shall not be cause for dismissal.

SECTION 12 - WAGES AND CLASSIFICATIONS

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

- 12.02** Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification.

12.03 NEW CLASSIFICATIONS

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

12.04 GUARANTEE

- (A) Employees under this agreement may not be laid off during a work week but may be laid off without notice at the completion of a work week, except that short-term layoffs (with at least one working hour's notice) of up to eight (8) hours in any period of two (2) consecutive weeks will not be considered a violation of this Section provided that no one employee will lose more than 10% of the working time in any consecutive period as the result of such short-term layoffs. Such working time shall only include all days for which an employee receives any compensation. No employee shall be subject to more than one short-term layoff each week.
- (B) Short-term layoff shall not apply to an employee who is re-called during a work week for the balance of that week.
- (C) Subject to the ability of the employee to perform work available, short term layoffs will be distributed as evenly as possible among all employees.
 - 1. by volunteers
 - 2. by applying reverse seniority
- (D) Subject to other employees being available who could perform the work available, short term layoffs will not apply until probationers are laid off.

SECTION 13 - SAVINGS CLAUSE

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

SECTION 14 - TECHNOLOGICAL CHANGE

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

Technological change Definition:

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

- (A) The introduction by the Company into the workplace, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the workplace, undertaking or business, or
- (B) A change in the manner, method or procedure in which the Company carries on the work, undertaking or business that is related to the introduction of that equipment or material,
- (C) It is, however, agreed that "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

- 14.02** Employees who are displaced from their jobs as a direct result of technological change shall be given an opportunity to fill any vacancy for which they have the necessary seniority and ability. Should no vacancy exist, displaced employees shall have the right to displace less senior employees provided they have the qualifications and ability to efficiently perform the requirements of the jobs.

- 14.03** Employees who are displaced from their jobs as a direct result of the introduction of technological change shall be given the opportunity, in order of seniority, to train for any new positions, which may exist related to introduction of such technological change, provided they possess the necessary qualifications for the job. If after a reasonable period of time the Company concludes that an employee is unable to efficiently meet the requirements of the position, then they shall be laid off and Article 14.04 shall apply.

- 14.04** Where employees are displaced as a direct result of technological change, and do not fill another position as set out above, then they may elect to either be laid off or to receive severance pay. Severance pay shall be paid in accordance with Article 15 of this agreement. Where an employee receives severance pay, their employment shall be terminated for all purposes.

SECTION 15 - SEVERANCE PAY

- 15.01** An employer shall not terminate an employee without giving the employee, in writing, at least:
- (A) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
 - (B) After the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- 15.02** The period of notice shall not coincide with an employee's annual vacation.
- 15.03** When an employer terminates an employee and fails to comply with subsection (15.01) the employer shall pay the employee severance pay equal to the period of notice required.
- 15.04** Payment under subsection (15.03) does not relieve the employer from making any other payment to which the employee is entitled.

Severance Pay - means the greater of the employee's

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

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

Temporary Layoff

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

Termination

Includes:

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

Week of Layoff

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

SECTION 16 - RENEWAL AND TERMINATION

16.01 This Agreement shall be for the period from and including April 1, **2025** to and including March 31, **2029** and from year to year thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement, (March 31, **2029**), or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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

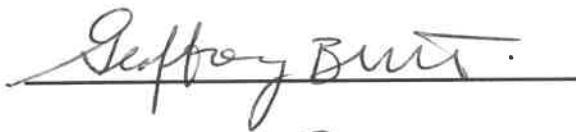
whichever is the earliest.

SIGNED AT New Westminster, B.C.

THIS 18th DAY OF September, 2025

FOR THE COMPANY:

MARATHON MOTORS INC. DBA
(WESTMINSTER TOYOTA)




SIGNED AT NEW WESTMINSTER, B.C.

THIS 18th DAY OF SEPTEMBER, 2025

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857




CLASSIFICATIONS AND WAGES RATES - SCHEDULE "A"

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

	<u>EFFECTIVE: APR. 1/2025 (PER HOUR)</u>	<u>EFFECTIVE: APR. 1/2026 (PER HOUR)</u>	<u>EFFECTIVE: APR. 1/2027 (PER HOUR)</u>	<u>EFFECTIVE: APR. 1/2028 (PER HOUR)</u>
AUTOMOTIVE SERVICE TECHNICIAN:				
New Hire (Licensed)	\$ 37.75	\$ 38.88	\$ 39.85	\$ 40.65
Step 1 – Toyota Skill Level	\$ 40.75	\$ 41.97	\$ 43.02	\$ 43.88
Step II – Toyota Skill Level	\$ 41.25	\$ 42.49	\$ 43.55	\$ 44.42
Step II A - Toyota Skill Level + Hybrid	\$ 41.75	\$ 43.00	\$ 44.08	\$ 44.96
Step III – Toyota Master Technician	\$ 43.00	\$ 44.29	\$ 45.40	\$ 46.31

1. Technicians will be considered qualified for a skill tier if they complete the pre-requisite on-line courses for that skill level. Waiting to be sent away for schooling will not disqualify a Technician from receiving the skill tier rate.
2. All Technicians and Apprentices, who have completed a hands-on Toyota course, must complete required on-line training courses to be eligible for the next skill tier level; otherwise the Technician or Apprentice will be paid according to their completed training level.
3. Appropriate Technician rate for an Apprentice, is based on the skill tier of the Apprentice as per the wage matrix above.

Note: Technicians shall have sixty (60) days to be reinstated, should their training levels lapse.

Automotive Service Technicians and Automotive Service Technician Apprentices, who are currently receiving a rate of pay in excess of the new rate of pay for their job classification, will have their rate "red circled" and protected until such time as subsequent rate increases to their job classification exceed the protected rate, at which time they will receive the correct rate of the job classification.

License Premium of fifty (\$.50) Cents per hour for the following:

- Government Inspector's License

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

NOTE:

All Journeypersons employed prior to April 1st, 1978, will be recognized as Certified Journeypersons for the purpose of seniority, classification and wage application. Such recognition will apply to any Journeyperson should they be re-employed in any other Union Shop.

EFFECTIVE: APR. 1/2025 <u>(PER HOUR)</u>	EFFECTIVE: APR. 1/2026 <u>(PER HOUR)</u>	EFFECTIVE: APR. 1/2027 <u>(PER HOUR)</u>	EFFECTIVE: APR. 1/2028 <u>(PER HOUR)</u>
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APPRENTICES:

Apprentices may be employed at the trade in the ratio of one (1) apprentice to every four (4) Journeypersons. Any change of this ratio due to shortage of qualified mechanics must be mutually agreed to by both Parties.

0 – 6 months	50% of Journeyperson rate
7 – 12 months	55% of Journeyperson rate
13 – 18 months	60% of Journeyperson rate
19 – 24 months	65% of Journeyperson rate
25 – 30 months	70% of Journeyperson rate
31 – 36 months	75% of Journeyperson rate
37 – 42 months	85% of Journeyperson rate
48 – 48 months	95% of Journeyperson rate
Thereafter: Qualified Journeyperson Rate at successful completion of exam.	

APPRENTICE TRAINING

Apprentice(s) attending the required Provincial Apprenticeship Trades Training School(s) shall receive equivalent of not less than seventy-five percent (75%) of their regular rate of pay. The amount received by the Apprentice may consist of a portion payable by the Government by way of an allowance (eg. E.I. payments).

CONTROL TOWER OPERATORS	\$ 39.86	\$ 41.06	\$ 42.09	\$ 42.93
*SERVICE SALESPERSON	\$ 40.26	\$ 41.47	\$ 42.51	\$ 43.36

* Inexperienced Service Salespersons may be hired under the Apprentice Scale and follow that scale to Journeyperson rate.

LUBRICATION TECHNICIAN	\$ 20.00	\$ 20.60	\$ 21.12	\$ 21.54
(Limited to Lube/Oil/Filter and Tire Rotation functions)				

CHARGE HAND

(A Charge Hand is an employee to whom the Company assigns authority to direct and supervise the work of others). They shall receive in addition to their regular rate one (\$1.00) dollar per hour.

EFFECTIVE: APR. 1/2025 (PER HOUR)	EFFECTIVE: APR. 1/2026 (PER HOUR)	EFFECTIVE: APR. 1/2027 (PER HOUR)	EFFECTIVE: APR. 1/2028 (PER HOUR)
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PARTS DEPARTMENT

GROUP LEADERS

Stock departments employing seven (7) or more persons, exclusive of Manager of Assistant Manager, will have at least one (1) in this classification at a wage rate of:

\$ 39.42	\$ 40.60	\$ 41.62	\$ 42.45
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QUALIFIED PARTSPERSON

At least one (1) person in each four (4) employed in the Parts Department will be in this classification at a wage rate of:

\$ 39.00	\$ 40.17	\$ 41.17	\$ 41.99
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APPRENTICE PARTSPERSON

0 – 6 months	60% of Qualified Partsperson Rate
7 – 12 months	70% of Qualified Partsperson Rate
13 – 18 months	80% of Qualified Partsperson Rate
19 – 24 months	85% of Qualified Partsperson Rate
25 – 30 months	90% of Qualified Partsperson Rate
31 – 36 months	95% of Qualified Partsperson Rate

Thereafter: Qualified Partsperson Rate at successful completion of exam.

TRUCK DRIVERS

(50% of Qualified Partsperson's rate)	\$ 19.50	\$ 20.09	\$ 20.59	\$ 21.00
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It is understood that new employees who are experienced will not be required to start at the minimum rate provided.

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

EMPLOYEE TRAINING

All employees attending training programs on behalf of the Company, or as employment requirement, shall be entitled to full regular wages. The Company shall be responsible for the cost of the program, examination fees, travel, accommodation and meals. Any allowance received from the government or other agencies shall be deducted from the "Full regular wages".

With the prior approval of the Company, an employee may undertake training work at home (web based) and shall be paid at straight-time rates. It is understood and agreed that payment for such "work at home" is subject to successful completion of the training and the claim being consistent with the recommended completion time of the given program.

LETTER OF UNDERSTANDING #1

BETWEEN:

**MARATHON MOTORS INC.
(WESTMINSTER TOYOTA)**

AND:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857**

Re: Apprentice Progression

For employees on the Apprenticeship progression scale, wage increases will be each six (6) months, based upon completion of the required time and applicable examination when required. However, an employee may be held back if there is insufficient progress or a lack of the required competencies; in such cases, the employee and the Union will be advised of the reasons for holding the employee back, and a remedial plan will be worked out to aid the employee in progressing further.

The Company shall not delay the training schedule

This Letter of Understanding shall be in effect until the conclusion of the current Collective Agreement.

SIGNED AT New Westminster, B.C.

THIS 16th **DAY OF** September, 2025

FOR THE COMPANY:

**MARATHON MOTORS INC. DBA
(WESTMINSTER TOYOTA)**



SIGNED AT NEW WESTMINSTER, B.C.

THIS 19th **DAY OF** SEPTEMBER, 2025

FOR THE UNION:

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857**



LETTER OF UNDERSTANDING #2

BETWEEN:

MARATHON MOTORS INC.
(WESTMINSTER TOYOTA)

AND:

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857

Re: Shipper/Receiver

A shipper/receiver position and wage rate has been created specifically for Bradley Maivs. This position and letter shall be deleted when Bradley is no longer employed in this position by the Company. The wage rates are effective as follows:

Effective Apr. 1/2025	Effective Apr. 1/2026	Effective Apr. 1/2027	Effective Apr. 1/2028
\$22.95/hour	\$23.64/hour	\$24.23/hour	\$24.71/hour

SIGNED AT New Westminster, B.C.
THIS 16th DAY OF September, 2025

FOR THE COMPANY:

MARATHON MOTORS INC. DBA
(WESTMINSTER TOYOTA)

Geoffrey Burt

SIGNED AT NEW WESTMINSTER, B.C.
THIS 16th DAY OF SEPTEMBER, 2025

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
AUTOMOTIVE LOCAL 1857

[Signature]