



COLLECTIVE AGREEMENT

BETWEEN

OPENROAD TOYOTA PEACE ARCH

AND

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

EFFECTIVE FROM:

JULY 15, 2024 TO AND INCLUDING JULY 14, 2027

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DEFINITIONS

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

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 the employees of the Company within the bargaining unit with respect to wages, hours of work and terms or conditions of employment.
- 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.
- 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. 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 middle of the month following 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 will give consideration to calling the Union office. The Company may, at its sole discretion, hire or refuse to hire a person referred to by the Union.
- 1.06** Upon request by the Union, a leave of absence of up to one (1) week without pay shall be granted to one employee per year for the purpose of attending to Union business, provided that, in the opinion of the Company, the Company's work requirements will allow for such leave. The Union will request such leave at least two (2) months in advance of the first day of the leave requested, or lesser period as may be agreed to by the Company and the Union.

- 1.07** If any employee of the Company should be elected to serve the Union on a full-time basis, he/she shall be considered, to be on a leave of absence without pay for a total maximum period of one (1) continuous year. He/she shall be re-employed at the same type of work which he/she performed prior to this leave of absence and with seniority accumulated, provided that not more than one employee shall be absent at any one time. Employees shall provide the Company with at least two (2) months notice of their intent to run for a full-time position.
- 1.08** Upon request of the Business Representative(s), (but not more than once in any three (3) month period) the Company shall furnish a list of all employees in the bargaining unit with their date of commencement of employment and classification.
- 1.09** When a job vacancy occurs that requires to be filled or a new job is created, the Company will place a notice on the bulletin board, advertising the position. This notice will be posted for a period of seven (7) calendar days.
- The classification of Lot Person does not need to be posted. In this case the Employer can fill the position as they see fit.
- The posted position will be awarded to the bargaining unit employee that meets the education, experience, qualifications, work performance, and ability, as determined by Management, to perform the duties required for the position. If two (2) or more applicants are equal, the senior applicant will be awarded the position.
- 1.10** The Company shall not require any employee to cross a legal picket line.
- 1.11** A Shop Steward (or Union approved designate) must be present at any disciplinary meeting and/or investigative meeting that may lead to disciplinary action against any member of the bargaining unit unless the member declines Union representation in writing.

SECTION 2 - RESERVATIONS TO MANAGEMENT

- 2.01** The Union recognizes and agrees that except as expressly restricted or modified by this Agreement, all the rights, powers, and authority which the Company had prior to the signing of this Agreement are retained solely and exclusively by the employer.
- 2.02** Without limiting the generality of Section 2.01, it is agreed that the Company has the following rights:
- (A) The hiring, direction of, and assignment of work to the employees.
 - (B) The right to promote, demote, transfer and lay off employees.
 - (C) The right to suspend, discipline, and discharge employees for just cause.
 - (D) The evaluation of job performance.

- (E) The establishment of job classifications.
 - (F) The making, publication, and enforcement of rules for the promotion of safety, efficiency, and discipline, and for the protection of employees, customers, records, equipment, inventory, and operations.
 - (G) Determination of the numbers of employees to be employed at any time and the duties to be performed.
 - (H) Scheduling daily and weekly hours of work.
- 2.03** Except as expressly provided herein, the exercise by the Company of any right, power, or discretion, preserved or vested in the Company by this Agreement shall be final and shall not be subject to any limitation or restriction, however this paragraph shall not be construed as barring an employee from recourse to the grievance procedure herein.

2.04 Work Distribution

With a view toward maintaining the most harmonious relations possible and the utmost teamwork between fellow employees and the Company, work shall be distributed in a manner that is as equitable as possible and is not arbitrary, discriminatory, or in bad faith.

SECTION 3 - UNION ACTIVITIES

- 3.01** With three (3) days' notice, 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.
- 3.03** Neither the Union nor employees will engage in Union activities during working hours, except as expressly permitted by this Agreement.
- 3.04** No person shall solicit membership in the Union or in any other labour organization, or collect money or other support for the Union or for any other labour organization on the job or during an individual's working hours on the job or during an individual's working hours on the Company's premises.

SECTION 4 - HOURS OF WORK

- 4.01** The regular working day shall be one of eight (8) or ten (10) consecutive hours scheduled between the hours of 7:00 a.m. and 8:00 p.m. The regular working week shall be one of forty (40) hours, with two (2) consecutive days off.

- 4.02 The determination of starting and stopping times for work shall be made exclusively by the Company and may be changed from time to time to suit its varying needs and the needs and practices of its customers, when possible, upon forty-eight (48) hours' notice to employees affected by the change.
- 4.03 Nothing in the Section shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. This Section, so far as it addresses working hours is intended only to outline the normal or regular hours of work.
- 4.04 Employees shall be given a half (1/2) hour unpaid lunch break and two (2) ten (10) minute paid breaks each day. In emergency/client's requirement situations employees may be required to work during his/her normal lunch period and will be provided an alternate lunch period which shall occur within one (1) hour of his/her normal lunch period or as mutually agreed. Employees should use the lunch facilities provided and not all employees should have their lunch period at the same time.
- 4.05 Employees shall be allowed sufficient time, determined by the Company, during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.
- 4.06 This agreement shall be construed as a guarantee of a minimum of sixty-four (64) hours paid per pay period for technicians. (Prorated based on days worked)
- 4.07 The parties agree that employees are expected to meet efficiency standards set for the work that they perform.

SECTION 5 - OVERTIME

- 5.01 Time worked in excess of eight (8) hours per day, for an eight (8) hour shift, and time worked in excess of ten (10) hours per day, for a ten (10) hour shift, 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 For an employee on an eight (8) hour shift, overtime shall be paid at the rate of time and one-half for the first four (4) hours worked after the end of the regular shift, excluding meal period.

For an employee on a ten (10) hour shift, 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.

Double time shall be paid for all hours worked in excess of twelve (12) per day.
- 5.04 No premiums shall be included with rates of pay for calculation of overtime.

SECTION 6 - VACATIONS

Employees shall be entitled to annual vacations as set out in this section. Each employee's vacation year commences with the anniversary date of his/her employment.

6.01 Vacations shall be granted as follows:

- (A) Upon completion of one (1) year of continuous service, an employee shall be entitled to two (2) weeks paid vacation, to be paid at a rate of four (4%) percent of gross wages during the previous vacation year.
- (B) Upon completion of four (4) years of continuous service, an employee shall be entitled to three (3) weeks paid vacation, to be paid at a rate of six (6%) percent of gross wages during the previous vacation year.
- (C) Upon completion of eleven (11) years of continuous service, an employee shall be entitled to four (4) weeks paid vacation, to be paid at a rate of eight (8%) percent of gross wages during the previous vacation year.

6.02 The Company will post vacation schedules in each department during the first week of November in each year. Employees shall request their vacation periods by November 15th and the Company shall confirm the vacation scheduling by December 1st in each year. Conflicts will be resolved by seniority in that seniority will be the determining factor in allocating the first two (2) weeks of vacation entitlement.

Any additional weeks of vacations requested and agreed to by the Company shall be requested by June 1st of each year.

Vacation must be taken within twelve (12) months following the vacation year in which it was earned. All employees are encouraged to schedule and take their vacation.

Vacation days not taken by December 31st will be lost, but vacation pay will be carried forward for payout at the request of the employee.

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 earned to that date. Such vacation pay shall be paid by direct deposit.

6.04 Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, he/she 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 Vacation pay shall be paid by direct deposit. This vacation pay shall be treated and paid separately from regular pay with income tax deducted accordingly.

SECTION 7 - STRIKES AND WORK STOPPAGES

7.01 There shall be no strikes, lockouts, walkouts, or work stoppages, slowdowns, or interruptions of work of any kind for any purpose, except as permitted by the Industrial Health and Safety Regulations under the Workers' Compensation Act, while this Agreement is in force.

- 7.02** The Union will not authorize, encourage or condone, and will make all reasonable efforts to prevent the occurrence of any strikes, walk-outs, work stoppages, slowdowns, or interruptions of work of any kind while this Agreement is in force. In the event that any strike, walk-out, work stoppage, slow down or interruption of work of any kind should occur while this Agreement is in force, the Union will make every reasonable effort to persuade the employees to cease engaging in such activity and return to normal work.

SECTION 8 - GRIEVANCE PROCEDURE

- 8.01** The purpose of this Section is to provide a procedure for the final and conclusive settlement without stoppage of work of all disputes between the parties hereto respecting the interpretation, application, operation or alleged violation of this Agreement or the dismissal of the employee covered by this Agreement.
- 8.02** Except as provided in Section 9.02, all grievances must be discussed with the Shop Steward and the Company within five (5) working days of the incident giving rise to the grievance. The procedure for settling disputes as follows:

STEP 1:

The grievor(s), with the appropriate Shop Steward in attendance, will submit the grievance in writing to the foreperson or department Manager within ten (10) working days after the incident giving rise to the grievance. The grievor, Shop Steward and foreperson or Manager will discuss the grievance at that time. The foreperson or Manager will give his/her decision to the grievor in writing within five (5) working days following the presentation of the grievance to him/her.

STEP 2:

If the foreperson or Manager does not render a decision within five (5) working days following presentation of the written grievance, or if no settlement is reached within that time, the Shop Steward of the Union and the grievor will present the grievance in writing, signed by the grievor and the Shop Steward, to the General Manager or designate within five (5) working days from the time by which the foreperson or Manager gave or was required to give a decision in writing. The General Manager or designate shall meet with the Shop Steward and/or Union Business Representative within five (5) working days following presentation of the signed grievance under this step and he/she shall deliver a written response within five (5) working days following such meeting.

STEP 3 :

In the event that the General Manager or designate does not render a decision within five (5) working days following his/her meeting with the Shop Steward described in Step 2, or if no settlement is reached within that time, then the grievance will be discussed by the highest Company official or officials, designated by the Company to handle such matters and the Union Business Representative.

STEP 4 :

Failing agreement, the grievance may be submitted to Arbitration as defined herein this Article commencing at Article 9.01.

- 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.
- 8.04** The company will conduct investigations for submitted grievances and agrees to keep Shop Stewards informed throughout the process.
- 8.05** A policy grievance may be initiated by the Company or the Union at anytime by the submission of a written grievance to the Business Representative of the Union or a Manager, as the case may be. It shall be subject to the provision of this Section and shall commence at Step 2.
- 8.06** The limits set out in this Section may be extended by mutual agreement of the Company and the Union, to be confirmed in writing, such agreement not to be unreasonably withheld. Failure to answer a grievance within the time limits specified in Steps 1 or 2 automatically advances the grievance to the next step.
- 8.07** Any agreement reached between the Company and the Union under the grievance procedure at any stage in the grievance procedure shall be final and binding upon the Company and the Union and the grievor.

SECTION 9 - ARBITRATION PROCEDURE

- 9.01** Where a matter is referred to arbitration in accordance with this Section, it shall be heard by a single arbitrator to be agreed upon by the parties within ten (10) working days of the referral to arbitration. In the event that the Company and the Union are unable to agree to an arbitrator within the time prescribed, either party may request the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an arbitrator.
- 9.02** An arbitrator shall not have jurisdiction to add, to delete from, change or modify any of the provisions of this Agreement or make any decision with the provisions of this Agreement. The arbitrator shall not have jurisdiction to award costs to either party and shall not have jurisdiction to award interest on any monetary award.
- 9.03** The Company and the Union shall bear one-half (1/2) of the cost of the arbitrator. Each party shall bear its own costs.

SECTION 10 - SENIORITY

- 10.01** Seniority shall mean the length of continuous uninterrupted employment with the Company.
- 10.02** Employees who are transferred out of the bargaining unit will maintain their seniority for a maximum of ninety (90) days, at which time they will be terminated from the bargaining unit.

10.03 An employee shall lose all seniority and have no rights under this Agreement if he/she:

- (A) Voluntarily resigns or quits;
- (B) Is discharged for just cause and not reinstated as a result of grievance or arbitration procedures;
- (C) When laid off, fails to report to work within three (3) working days of being recalled by telephone or email;
- (D) Is laid off for a continuous period of:
 - (1) Three (3) months if employed continuously for less than a year before the layoff;
 - (2) Six (6) months if employed continuously for more than a year but less than five (5) years before the layoff; or
 - (3) Twelve (12) months if employed continuously for more than five (5) years before the layoff.
- (E) Is absent without leave from work for three (3) days without providing the Company with a reasonable excuse during that time;
- (F) In the case of absence due to sickness or accident or while covered by Workers' Compensation, fails to report for work immediately when he/she is declared fit for work.

10.04 New employees shall serve a probationary period which shall not exceed ninety (90) calendar days, but which may, at the Company's discretion, be less than ninety (90) calendar days.

The employment of a probationary employee may be terminated by the Company at any time during his/her probationary period for any reason, at the discretion of the Company, but nothing in this paragraph shall be construed as barring an employee from recourse to the grievance procedure herein.

10.05 Layoffs will be by classification, and in consideration of education, experience, qualifications, work performance, and ability, as determined by Management, to perform the duties required for the position. If two (2) or more employees are equal, the junior employee in the classification will be laid off.

Recalls will be by classification, and in consideration of education, experience, qualifications, work performance, and ability, as determined by Management, to perform the duties required for the position. If two (2) or more employees are equal, the senior employee in the classification will be recalled.

Discussions will be held with the Union Business Representative(s) before a layoff out of seniority is made.

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.

SECTION 11 - GENERAL CONDITIONS

11.01 Wages shall be paid semi-monthly. Employees will be given a proper statement of all hours, indicating rate of pay, bonus, 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. On May 1st and November 1st of each year the employee will be provided a statement of vacation pay accrual.

11.02 All employees shall receive eleven (11) Statutory Holidays with pay. 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

or any other day proclaimed by the Provincial or Federal Government.

(A) To be eligible for the above Statutory Holiday pay, an employee must work his/her 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, he/she shall take off the closest regularly scheduled working day prior to or following such Statutory Holiday at his/her regular straight time rate.

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

(C) Should a Statutory Holiday fall on a Saturday for example, observes the Holiday on the Monday, then any work on the Saturday by employees who, during that week, were scheduled to work the Saturday will be at straight time.

Employees in this situation would receive the following Tuesday as a day off with pay to observe the Holiday.

(D) 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 Workers' Compensation Board of British Columbia.

All employees required under WCB regulations to wear safety footwear who has completed his/her probationary period and who is required to wear safety footwear will be reimbursed for the purchase of such footwear, upon submission of an acceptable receipt, dated after completion of the probationary period, an amount of up to one hundred and seventy (\$170.00) per calendar year. After completion of two (2) consecutive years employment, the allowance, or portion thereof, that is not utilized may be carried over to a maximum of two (2) consecutive years, one being the current year, of three hundred and forty dollars (\$340.00) If an employee leaves the employ of the Company prior to the expiry of the calendar year, the amount will be pro rated on a monthly basis.

- 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.

The employer will provide sufficient rain gear for general use by lot personnel employees. This rain gear will only be used on occasions when employees are required to work in the yard when it is raining.

- 11.05** Proper washing facilities shall include water, hand cleanser, towels and wash basins. These shall be provided by the Company.

- 11.06** Storage place of suitable size shall be provided by the Company for protection of the Technician's clothes and personal belongings.

- 11.07** The Company agrees to provide lunch space(s) of a sufficient size to accommodate the staff.

- 11.08** Employees who are required to use their personal vehicle for business will be reimbursed for their mileage according to the CRA rate for British Columbia.

With the prior approval of the Company, an employee may undertake training work at home that will 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.

- 11.09** 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 or information derogatory to the Company or any of its customers.

- 11.10** No employee shall undertake any work outside the Company's premises which could be construed in any way as competitive with the Company. Violations of this Section shall be subject to discipline by the Company. Following investigation, violators may be warned, suspended or terminated by the Company at the Company's discretion. Repeated violation shall be deemed to be

just cause for dismissal.

11.11 No employees shall leave the premises for any purposes whatsoever during his/her working hours without securing permission from his/her Manager. Provided however, that where an employee's normal duties require him/her to leave the premises, the Manager shall give such employee definite instruction as to his/her duties and the requirements for such permission.

11.12 The Company agrees that should any employee classified in this agreement be also designated in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, he/she shall receive fifty (\$0.50) cents per hour for Level 1 and one (\$1.00) dollar per hour for Level 2 in addition to his/her 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 appointed First Aid Persons for the cost of the tuition of the required First Aid course upon successful completion of the course.

At least one (1) bargaining unit employee will be designated as a First Aid Person.

11.13 The Company will make available to the employees the following plans, which are summarized below:

Group Life Insurance	2x Annual Salary to a Maximum of \$75,000
Optional Life Insurance (100% Employee Paid)	To a Maximum of \$250,000
Optional Dependent Life Insurance (100% Employee Paid)	Spouse to a Maximum of \$250,000 Child \$20,000
Weekly Indemnity	1 st Day of Injury, 1 st Day of Hospitalization, 7 th Day of Sickness Maximum 26 weeks
Long Term Disability	66% of first \$3,000 per month, 50% of the next \$4,000 per month, and then 45% of the balance
Extended Health Plan	Hospital 100% Paramedicals \$500 per person per year Drugs 90%
Dental Plan	Basic/Preventative 90% Major 50% Combined maximum of \$2,000 per person per year
Accidental Death and Dismemberment	2x Annual Salary to a Maximum of \$75,000

Premiums for such plans will be paid Fifty (50%) percent by the Company and Fifty (50%) percent by the employee. The employee's contribution shall be deducted from his/her wages.

The employee's share of the benefit plan premiums shall be allocated on the following basis:

- (a) 1st to pay 100% of the Weekly Indemnity premium.

- (b) 2nd to pay 100% of the Long-Term Disability premiums.

Any additional monies shall be utilized toward the other benefits.

All employees are required to belong to all of the benefit plans set out in this Article. No employee will be allowed to opt out of any of the plans.

The current benefits plan is policy #647220. The Employer reserves the right to change benefit providers at their sole discretion.

- 11.14** If an employee is off work due to a layoff or sickness, the Company shall pay its share of the premiums for the calendar month following the month during which the layoff or sickness occurs. If the employee wishes to retain coverage during the subsequent months of layoff or sickness, the employee must pay the entire premiums and must make arrangements with the Company for payments of the premiums. This will apply in the case where the insurance carrier allows for the benefit to occur during this period of time.

11.15 Leave of Absence

An employee may request approval from the Company for an unpaid leave of absence. 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) month's duration or longer.

11.16 Maternity and Parental Leave

Approvals for leaves of absence for the purpose of Maternity or Parental Leave will be in accordance with the Employment Standards Act of B.C.

11.17 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 attend the funeral. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparent, mother-in-law, father-in-law.

11.18 Jury or Witness Duty

Any employee who is required to perform jury duty or is subpoenaed as a Crown witness on a day which he/she would normally have worked will be granted unpaid time off.

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

11.19 Tool Insurance

- (A) Maximum coverage \$25,000.00
- (B) Deductible to be paid by the employee

- (C) Insurance shall cover loss by fire, or theft, upon evidence provided as per normal insurance regulations. 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.

Employees who do not provide up-to-date inventory lists by February 1st of each year will not be covered under this Article. In these situations the employee will not be entitled to tool replacement, under this Article.

11.20 Tool Allowance

Upon completion of probation, the Company agrees to reimburse to Journeyperson Mechanics, and Apprentices up to five hundred (\$500.00) dollars and to Lube/General Servicepersons up to three hundred (\$300.00) dollars during each contract year for the purchase or repair of tools of their trade provided that an acceptable invoice is provided.

- 11.21** Permanent full time employees who work forty (40) hours per week and have completed two (2) years of employment can voluntarily participate in the Company RRSP plan. The Company will match employee contributions to a maximum of two percent (2%) of straight time wages per calendar year and up to a maximum of five thousand (\$5,000) dollars.

- 11.22** 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.

11.23 Sick Leave

- (A) Employees who have completed ninety (90) days of consecutive employment can take up to a maximum of five (5) paid sick days and three (3) unpaid sick days per calendar year.
- (B) Unused sick leave credits shall not be carried forward from year to year and shall not be subject to any payout by the Company.
- (C) The Company shall reimburse employees, with receipts, for medical certificates required by this Clause 11.23, to a maximum of fifty dollars (\$50.00) in each case.

11.24 Drivers' Licenses

Any employee whose job includes driving customers' or dealership vehicles must maintain a current and valid British Columbia driver's license.

A copy of the license must be provided to the payroll department, along with a transcript of his/her driving record prior to employment.

An updated photocopy of the drivers' abstracts for all employees operating vehicles on Company time must be given to the Human Resources Department at the beginning of each calendar year or upon request, in accordance with the policies required by the Insurance Corporation of British Columbia.

SECTION 12 - WAGES AND CLASSIFICATIONS

- 12.01** Except as otherwise provided herein, wages shall be paid in accordance with Schedule “A” hereto. The Company may, at its discretion, pay wages to an employee at a rate higher than that specified in Schedule “A”.
- 12.02** Any employee performing work classified at a higher rate of pay shall receive such higher rate while performing work in the said classification, provided the employee works more than two (2) consecutive hours in the higher classification. This excludes training in a higher classification.
- 12.03 New Classifications**

When a new classification is created that falls within the scope of Certification as granted by The Labour Relations Board on August 23, 2023, the wage rate shall be discussed by the Employer and the Union. If agreement cannot be reached on the wage rate, the matter may be referred to the Grievance Procedure.

SECTION 13 - TEMPORARY EMPLOYEES

13.01

- (A) Temporary employees may be hired by the Company provided no Regular Employee is on layoff or is otherwise displaced as a result of the hiring of such temporary employees.
- (B) Temporary employees may be utilized in all classifications and be engaged as general labour for cleaning or special projects or for seasonal work and as vacation relief.
- (C) Temporary employees shall be engaged for a period of a maximum of one (1) year of continuous work. This time may be extended with the mutual agreement of the Company and the Union.
- (D) Temporary employees may work full-time, or less than full-time hours, at the Company’s discretion.
- (E) Temporary employees will be paid the appropriate wage rates in Schedule “A”.
- (F) The probation period for each temporary employee shall be governed by Article 10.04 and all other applicable provisions of the Collective Agreement. Successful completion of the probationary period by a temporary employee shall not be cause for any change in the temporary employee status of the employee.
- (G) Temporary employees shall not have the right to apply on any job classification vacancies posted in accordance with Article 1.10. Temporary employees will be

treated the same as external hires.

- (H) Temporary employees shall not be entitled to any benefit plans coverage or any benefits under this Collective Agreement.
- (I) Vacation pay, statutory holiday pay and severance pay for temporary employees will be governed by the Employment Standards Act of British Columbia.
- (J) Temporary employees shall be subject to the payment of Union dues and be entitled to Union representation on the same basis as Regular Employees.

SECTION 14 - SAVINGS CLAUSE

- 14.01** 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 15 - TECHNOLOGICAL CHANGE

- 15.01** If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a Collective Agreement applies,
- (a) the employer must give notice to the trade union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- 15.02** Where employees are displaced as a direct result of technological change, then they may elect to either be laid off or to receive severance pay. Severance pay shall be paid in accordance with Article 16 of this agreement. Where an employee receives severance pay, his/her employment shall be terminated for all purposes.

SECTION 16 - SEVERANCE PAY

- 16.01** The Company shall pay severance pay to any employee terminated as a result of being laid-off and losing recall rights, closing of the operation or any part. Pay shall be as per the Employment Standards Act.

SECTION 17 - JOINT LIAISON COMMITTEE

17.01 Establishment of Joint Liaison Committee

- (a) The Company and the Union hereby agree to establish a Joint Liaison Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives subject to its sole discretion. The Union specifically agrees that its representatives will be Employees in the bargaining unit who are duly appointed by the Union as Shop Stewards. The Company agrees that these two (2) representatives of the Union may be assisted at any meeting of the Joint Liaison Committee by a full-time Union representative from outside of the bargaining unit, the latter of whom shall have voice but no vote recognition.
- (b) The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set terms of reference for such Committees. These sub-committees and ad hoc committees shall all consist of equal numbers of representatives of each Party, with each Party selecting its own representatives subject to its sole discretion.

17.02 Responsibilities of the Committee

- (a) The Committee shall be empowered to discuss and make non-binding recommendations on matters referred to it by mutual agreement of the Parties.
- (b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed to by the Parties.

17.03 Committee Meetings

- (a) The Committee shall meet as necessary but not more than four (4) times in each calendar year except that additional meeting can be convened by mutual agreement between the Company and the Union.
- (b) The Parties agree that all such meetings must be scheduled in a manner to minimize disruption of the Company's operations. The Parties further agree that to meet this objective it may be necessary to schedule meetings of the Committee outside the normal working hours of one (1) or more representatives on the Committee.
- (c) The Chairperson of any Committee meeting convened under this Article shall alternate between a Union and a Company representative. The Chairperson shall have the right to vote on all matters before the Committee.

17.04 Time Off Work for Committee Meetings

Subject to the operational requirements of the Company and the provisions of Clause 17.03 (B)

above, the Union's representatives on the Joint Liaison Committee shall be granted paid time off work by the Company to attend meetings of the Committee and this time shall be deemed to be time worked. The Company shall not be obliged to pay any overtime or any other premium or penalty pay for these purposes.

SECTION 18 - RENEWAL AND TERMINATION

18.01 This Agreement shall be for the period from and including **July 15, 2024**, to and including **July 14, 2027**, 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, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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

SIGNED AT _____, B.C.

THIS ____ DAY OF _____, 2024

FOR THE COMPANY:

OPENROAD TOYOYA PEACE ARCH

SIGNED AT _____, B.C.

THIS ____ DAY OF _____, 2024

FOR THE UNION:

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

CLASSIFICATIONS AND WAGE RATES SCHEDULE "A"

	Ratification
Journey person Technician*	\$41.00

*Journey person Technicians who complete additional certification will have the following premiums added to their base hourly wage rate:

- Hybrid \$1.50 per hour worked
- Supra/Mirai \$0.50 per hour worked

Note: New Employees that are Non-Toyota Technicians will receive ninety percent (90%) of the Journey person rate for the first four hundred (400) hours of employment.

Journey person Apprentice	% of Journey person Base Rate
Start	50%
After 1 Year and Completion of AST Level 1	60%
After 2 Years and Completion of AST Level 2	70%
After 3 Years and Completion of AST Level 3	80%
After 4 Years and Completion of AST Level 4	90%
Red Seal	100%

	July 15/2024	July 15/2025	July 15/2026
		2%	2%
Parts Advisor	\$31.00	31.62	32.25
Junior Parts Advisor	\$24.75	25.25	25.76
Warranty Administrator	\$30.00	30.60	31.21
Service Advisor	\$22.00	22.44	22.89
Oil/Lube General Serviceperson	\$20.00	20.40	20.81
Parts Driver	\$20.00	20.40	20.81
Appointment Coordinator	\$21.00	21.42	21.85
Shuttle Driver	\$18.50	18.87	19.25

Service Advisors will be eligible for a Company bonus. The Company will consult with the Union prior to making any changes to the bonus program or duties.

A Charge Hand is an employee to whom the Company at its sole discretion assigns authority to direct and supervise the work of others. They shall receive a premium of \$1.00 per hour worked.

1 year from ratification	All classifications	2%
2 years from ratification	All classifications	2%

Letter of Understanding #1

OpenRoad Toyota – Peace Arch

And

**International Association of Machinists and
Aerospace Workers, Automotive Lodge 1857**

Re: Respectful Workplace Policy

The Parties are committed to fostering a working environment where all employees are treated with dignity and respect, and that is free from discrimination, bullying and harassment.

There shall be no discrimination in employment within the meaning of the British Columbia *Human Rights Code*, based on a person's sex, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, gender identity or expression, age or criminal conviction which is unrelated to the person's employment, discrimination includes sexual harassment.

Bullying and Harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated. It can be an isolated incident or a series of incidents.

Bullying and Harassment excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers and/or the workplace.

SIGNED AT _____, B.C.

SIGNED AT _____, B.C.

THIS ____ DAY OF _____, 2024

THIS ____ DAY OF _____, 2024

FOR THE COMPANY:

FOR THE UNION:

OPENROAD TOYOYA PEACE ARCH

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