

COLLECTIVE AGREEMENT

BETWEEN

**WESTMINSTER AUTO LEASING LTD.
(Vancouver Hino Truck Sales)**

AND

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

EFFECTIVE FROM:

OCTOBER 1, 2013, TO AND INCLUDING SEPTEMBER 30, 2016

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THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

WESTMINSTER AUTO LEASING LTD.

(hereinafter referred to as the "Company")

- AND -

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

(hereinafter referred to as the "Union")

**EFFECTIVE FROM:
OCTOBER 1, 2013, TO AND INCLUDING SEPTEMBER 30, 2016**

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 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.
- 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 his/her 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 he/she has not complied with this paragraph and/or that he/she is 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** If any employee of the Company should be elected to act as a delegate for the Union he/she 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.
- 1.06** If any employee of the Company should be elected to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of four (4) years. 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 be absent at any one time.
- 1.07** Any person performing work with the 'tools' of a trade or classification covered by this agreement, shall, if working more than fifty percent (50%) 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.

- 1.08** 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.
- 1.09** The Company shall not require any employee covered by the Collective Agreement 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 the grievance procedure.
- 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) 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 6:30 A.M. and 5:00 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 one dollar and fifty (\$1.50) 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 eighty-five (\$.85) cents per hour above the second shift premium.
- 4.04** Shifts other than the standard base shift shall be staffed on an equitable rotational basis.
- 4.05** No employee shall work during his/her designated lunch period.
- 4.06** 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.
- 4.07** Hours of work may be changed during the life of the contract by mutual agreement between the parties.
- 4.08** **Saturday Shift Premium**
A premium of one dollar and fifty cents (\$1.50) per hour for all Saturday hours worked shall be paid above the normal Classification rate to employees of all departments who work a Saturday shift.

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.
- 5.04** Shift premiums shall be included with rates of pay for calculation of overtime.
- 5.05** All overtime shall be on a voluntary basis.

SECTION 6 - VACATIONS

- 6.01** Vacations shall be granted as follows:
- (A) To employees with at least one (1) year of service, two (2) weeks vacation with full pay.
 - (B) To employees with two (2) years' service or more, a third week's vacation with full pay.
 - (C) To employees with nine (9) years' service or more, a fourth week's vacation with full pay.
 - (D) To employees with twenty (20) years' service or more, a fifth week's vacation with full pay.

- (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) An employee whose total actual hours worked, calculated from April 1st to March 31st of each twelve (12) month period, is less than twelve hundred (1200) hours, shall be entitled to that portion of vacations described in (A), (B), (C), (D), or (E) above, equal to his/her hours actually worked, divided by 2080; e.g. an employee who actually worked for ten hundred forty (1040) hours and had ten (10) years of service, would receive 1040/2080 or one-half of his/her first, second, third and fourth week of vacation. For the purpose of this Section, vacations and Statutory Holidays, jury and witness duty, bereavement leave and short-term layoff, shall be considered as hours worked. It is intended that this pro-rating 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 6.01 (A) will be computed annually up to but not including the first day of April in each year and the employees will receive their vacations earned up to that time. Vacation time for the purpose of 6.01 (B), (C), and (D) will be calculated annually from the employee's anniversary date of employment and shall be taken within the ten (10) months following that date.

Vacation lists for the purpose of vacation preference shall be posted no later than April 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 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 The Company agrees that at least two (2) weeks prior to an employee going on his/her regular vacation, each employee shall be notified as to the date of his/her vacation allotment.

6.06 The Company agrees to make every reasonable effort to accommodate employees Vacation requests.

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 he/she has 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 he/she has been unjustly suspended or discharged may be settled by confirming the Company's 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.

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 his/her duties as arbitrator.

The Arbitrator shall be required to hand down his/her 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 he/she:
- (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 he/she is declared fit for work.
 - (4) Is given 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. This period may be extended by mutual agreement.
- 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) 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 12.03 ("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 by direct deposit.

The Company shall on a quarterly basis provide a statement, in conjunction with paycheque statements, to give the current balance of vacation entitlement remaining.

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

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

Labour Day
 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.

All employees shall receive 1/2 day off with full pay for Christmas Eve and 1/2 day off with full pay for New Years Eve. If these 1/2 days fall at a time when the employee is not scheduled to work, he/she is entitled to take the last 1/2 day scheduled to work before the holiday.

- (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 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 WorkSafe BC.

The allowance for approved safety footwear which shall include the purchase of boot socks shall be a maximum of two hundred (\$200.00) dollars per year. Employees may carry over from one year to the next the unclaimed portion of the previous year's allowance to a maximum of two (2) consecutive years, one being the current year.

Safety Glasses are available at cost to the employee from an Optometrist registered under the British Columbia Association of Optometrists (BCAO) Occupational Vision Plan (OVP) program. Glasses will be obtained through the registered OVP Plan which designates the frames and services available through the registered local BCAO optometrist.

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 and prevent wasteful use.

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** 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.
- 11.10** 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.
- 11.11** No employee shall leave the premises for any purposes whatsoever during his/her working hours without securing permission from his/her foreperson or department head. Provided however, that where an employee's normal duties require him/her to leave the premises, the foreperson or department head shall give such employee definite instruction as to his/her duties and the requirements for such permission.
- 11.12** No provision of this Agreement will be used to reduce wages or remove 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.
- 11.13** 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, he/she shall receive \$15.00 per week 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 all appointed First Aid Persons for the cost of the tuition of the required First Aid course upon successful completion.
- 11.14** Time absent from work shall be deducted on a pro-rata basis.

11.15 **HEALTH & WELFARE PLAN**

It is agreed and understood that the Union and the Company may, by mutual agreement, amend the formula in Section 11 to facilitate the opportunity for the employees to contribute a sufficient percentage of the total premiums to cover 100% of the Weekly Indemnity (WI) & Long Term Disability (LTD) premiums. This option shall be reviewed at the yearly Company Health and Welfare Plan renewal or at any time that the Company is issued notice of a change in rates.

The Union reserves the right in any case to revert to the percentage formula laid out in the collective Agreement upon giving the Company one (1) months notice, in writing.

The Company agrees to pay seventy percent (70%) of the required monthly contribution for each employee covered by this Agreement.

- (A) Life Insurance of Forty Thousand (\$40,000.00) dollars with double indemnity for accidental death or dismemberment.
- (B) Weekly Indemnity income benefits of 66.7% of weekly income up to a maximum benefit of \$750.00 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 twenty-six (26) weeks (1-4-26).
- (C) Long Term Disability 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.
- (D) A mutually agrees upon Dental Plan that will provide ninety percent (90%) of Plan "A" and 50% of Plan "B" based on the most current schedule of fees of the College of Dental Surgeons of B.C.

Prescription Eyewear coverage of two hundred and fifty dollars (\$250.00) per two (2) year period for employees and dependants.

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

The Medical Plan will make available to Plan Participants a Prescription Medical Card.

- (E) 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 for a period of at least four (4) calendar days or more due to illness.
- (F) It is understood and agreed that thirty percent (30%) of the monthly contributions of the employees will be divided in the following manner:

- | | | |
|-----|----------------------|---------------------|
| (1) | Weekly Indemnity | 1st (Total Payment) |
| (2) | Long Term Disability | 2nd (Total Payment) |

Balance of the thirty percent (30%) of the employees contributions will go toward the rest of the Welfare Plan, e.g. Life Insurance, Dental, etc.

(G) **MEDICAL PLANS**

The Company agrees to contribute seventy percent (70%), of the monthly contribution required to provide coverage under the Medical Services Plan of British Columbia and Extended Health Benefits for their employees and dependents as provided by M.S.A. or its equivalent.

11.16 SICKNESS AND ACCIDENT COVERAGE

- (A) When an employee is off work due to layoff, he/she shall be entitled to one full month's benefits (as provided in paragraph 11.15 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 injury the employer shall continue paying their share of the Health Care Premiums for a period of up to six (6) months if the employee continues to pay their share of the premium, or layoff (in excess of the periods specified in (A) of this Section), he/she shall advise the Company if he/she wishes 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 WorkSafe BC benefits, the Company shall continue to pay their share of the cost of the Welfare and Medical plans, provided the employee-member pays his/her portion of the cost.

11.17 NEW CLASSIFICATIONS

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

- 11.18** An employee who is injured to such an extent that he/she is obliged to cease work immediately and is treated for such injury will be paid for all time lost during regular hours 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 his/her regular work day. Payment as set forth in this paragraph refers only to the first day of any one injury.

11.19 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.

- 11.20** A Chief 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.

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

- 11.22** 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.

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, grandparents, mother-in-law and 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 (except in their own defense) on a day on which he/she would normally have worked, will be reimbursed by the Company for the difference between the pay received for the jury or witness duty and his/her regular straight time hourly rate of pay for his/her 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 duty 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 The Company agrees to recognize Maternity/Paternity Leave benefits in accordance with the provisions of Part 6 of the Employment Standards Act of B.C.

11.26 TOOL INSURANCE AND ALLOWANCE

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

- (A) Maximum coverage - \$20,000.00.
- (B) Deductible - \$250.00.
- (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.

The Company to supply insurance in their own best interest.

- (E) A Five Hundred (\$500.00) dollar annual tool allowance will be provided to all Journeypersons and Apprentices for the purpose of replacement or adding to their personal tools (tool allowance shall not apply towards the purchase of Tool Chests) used in the performance of their work for the Company. Employees may carry over from one year to the next the unclaimed portion of the previous year's allowance to a maximum of two (2) consecutive years, one being the current year. The allowance will be provided by reimbursing the employee for an approved tool purchase.

11.27 LABOUR/MANAGEMENT COMMITTEE

A Labour/Management Committee shall be established consisting of two (2) employees and two (2) representatives of the Employer, one of whom shall be the Dealer Principal or the General Manager. The Labour Management Committee shall initially meet at least once every three (3) months during the term of this Agreement. By mutual agreement, the parties may alter the frequency that these meetings are to occur.

The purpose of this committee is to discuss work place issues other than safety matters and grievance items.

This committee will set its own procedures and guidelines.

- 11.28** 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.

- 11.29** 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.

11.30 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 he/she shall be laid off and Section 11.31 shall apply.

11.31 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 Section 14 of this agreement. Where an employee receives severance pay, his/her employment shall be terminated for all purposes.

11.32 **Harassment Free Workplace**

The Company will ensure a harassment free workplace. This will include but not limit conduct that has the purpose or the effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive working environment.

11.33 **Cell Phone Use**

The use of cell phones for personal calls is prohibited in the workplace. Employees shall be allowed to use their cell phone during break periods. Cell phones may be used to contact Hino Technical Assistance with prior authorization.

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 his/her 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 classifications, provided the employee works more than two (2) consecutive hours in the higher classification.

12.03 **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 hours' notice or at least two (2) hours' notice for a complete day of layoff, notice constitutes making contact, otherwise four (4) hours work will be provided) 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.
- (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 - SEVERANCE PAY

14.01 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.

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

14.03 When an employer terminates an employee and fails to comply with subsection (14.01) the employer shall pay the employee severance pay equal to the period of notice required.

14.04 Payment under subsection (14.03) 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 he/she 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.

TERMINATE - 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 alteration 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 his/her weekly wages at a regular wage.

SECTION 15 - RENEWAL AND TERMINATION

15.01 This Agreement shall be for the period from and including October 1st, 2013, to and including September 30th, 2016, 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, (September 30th, 2016), or immediately preceding the last day of September 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 therefore continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:

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

SIGNED AT _____ B.C.

SIGNED AT _____ B.C.

THIS ___ DAY OF _____, 2014.

THIS ___ DAY OF _____, 2014.

FOR THE COMPANY:

FOR THE UNION:

**WESTMINSTER AUTO LEASING LTD.
(Vancouver Hino Truck Sales)**

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

BUSINESS REPRESENTATIVE

BUSINESS REPRESENTATIVE

CLASSIFICATIONS AND WAGE RATES - SCHEDULE "A"

Applicable to all Classifications and Wage Rates

Pension Plan

- A. Commencing with the first day of May, 2011, and for the duration of this Collective Agreement, the Company agrees to make payment to the I.A.M. Labour-Management Pension Fund (Canada) ("the Pension Fund") for each employee performing work in a job classification covered by this Collective Agreement as follows:
1. For all hours or portion thereof for which an employee receives pay, the Company shall make a contribution in accordance with the attached Contribution Schedule "B" to the Pension Fund.
 2. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.
 3. Contributions for a new, temporary, probationary, part-time and full-time are payable from the first day of employment.
- B. The Company and Union further agree as follows:
1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
 2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of *applicable pension benefits legislation* and the *Income Tax Act* so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
 3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
 4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days the Company shall be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.
- C. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
- D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

	<u>EFFECTIVE: OCT. 1/2013 (PER HOUR)</u>	<u>EFFECTIVE: OCT. 1/2014 (PER HOUR)</u>	<u>EFFECTIVE: OCT. 1/2015 (PER HOUR)</u>
<u>JOURNEYPERSON</u>			
VANCOUVER HINO TRUCKS	\$ 31.02	\$ 31.32	\$ 31.95

A Certificate Premium of seventy-five (\$0.75) cents per hour will be paid to the holder of a valid "Inspector Certificate" for the Commercial Vehicle Inspection Program with an Air Brake Inspection endorsement.

LEASE	\$ 29.41	\$ 29.70	\$ 30.30
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NOTE:

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 he/she is not qualified to perform under legislation or regulation in B.C

LEADHAND

An employee who is able and willing to instruct others in the performance of their work or who because of exceptional skill and ability or the nature of his/her work is so recognized by the company, the compensation for performing these duties will be a premium of two (\$2.00) dollars per hour.

APPRENTICES

Apprentices may be employed at the trade in the ration of one (1) Apprentice to every two (2) Journeypersons. Any change of this ratio due to shortage of qualified mechanics must be mutually agreed to by both Parties.

1st six months	50% of Journeyperson rate.
2 nd six months	55% of Journeyperson rate.
3 rd six months	60% of Journeyperson rate.
4 th six months	65% of Journeyperson rate.
5 th six months	70% of Journeyperson rate.
6 th six months	75% of Journeyperson rate.
7 th six months	85% of Journeyperson rate.
8 th six months	95% of Journeyperson rate.

Apprentice Training

Apprentice(s) attending the required Provincial Apprenticeship Trades Training School(s) shall receive the equivalent of not less than ninety-five (95%) percent 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. e.g. E.I. payments.

The employer agrees to cover apprenticeship training costs at one hundred (100%) percent for tuition and books. Costs of tuition and books shall be advanced by the Company on the expectation of successful completion. The employee is expected to continue his/her employment for twelve (12) months following completion of each part of the course. Should the employee leave his/her employment within twelve (12) months of the completion of any quadrant, he/she shall repay the Company on a pro rata basis for the costs of books and tuition.

EMPLOYEE TRAINING

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

The Company will not be responsible for the course cost or lost time for an individual to achieve a valid “Inspector Certificate” for the Commercial Vehicle Inspection Program with an Air Brake Inspection endorsement.

	<u>EFFECTIVE: OCT. 1/2013 (PER HOUR)</u>	<u>EFFECTIVE: OCT. 1/2014 (PER HOUR)</u>	<u>EFFECTIVE: OCT. 1/2015 (PER HOUR)</u>
<u>LUBRICATION AND GENERAL SERVICEPERSON</u>			
1 st six months	\$ 14.91	\$ 15.06	\$ 15.35
Thereafter	\$ 17.21	\$ 17.39	\$ 17.74
<u>WASHERS, SIMONIZERS, UPHOLSTERY CLEANERS AND GENERAL HELPERS</u>			
1 st twelve months	\$ 13.03	\$ 13.16	\$ 13.42
Thereafter	\$ 15.11	\$ 15.26	\$ 15.57
<u>PARTS DRIVER</u>	\$ 14.00	\$ 14.14	\$ 14.41

PENSION CONTRIBUTIONS - SCHEDULE "B"

	EFFECTIVE: OCT 1/2013 <u>(7% Per Hour)</u>	EFFECTIVE: OCT. 1/2014 <u>(7% Per Hour)</u>	EFFECTIVE: OCT. 1/2015 <u>(7% Per Hour)</u>
<u>JOURNEYPERSON</u>			
VANCOUVER HINO TRUCKS	\$ 2.33	\$ 2.36	\$ 2.40
LEASE	\$ 2.21	\$ 2.24	\$ 2.28
<u>APPRENTICES</u>			
1st six months	50% of Journeyperson rate.		
2 nd six months	55% of Journeyperson rate.		
3 rd six months	60% of Journeyperson rate.		
4 th six months	65% of Journeyperson rate.		
5 th six months	70% of Journeyperson rate.		
6 th six months	75% of Journeyperson rate.		
7 th six months	85% of Journeyperson rate.		
8 th six months	95% of Journeyperson rate.		
<u>LUBRICATION AND GENERAL SERVICEPERSON</u>			
1 st six months	\$1.12	\$1.13	\$1.16
Thereafter	\$1.30	\$1.31	\$1.33
<u>WASHERS, SIMONIZERS, UPHOLSTERY CLEANERS AND GENERAL HELPERS</u>			
1 st twelve months	\$.98	\$.99	\$ 1.01
Thereafter	\$ 1.14	\$ 1.15	\$ 1.17
<u>PARTS DRIVER</u>	\$ 1.05	\$ 1.06	\$ 1.09