

COLLECTIVE AGREEMENT

BETWEEN

**Mills Motors Buick GMC Limited
(the Company)**



- and -

**UNIFOR UNION OF CANADA
AND ITS LOCAL 222
(the Union)**



UNIFOR
theUnion | Canada

**Term:
September 1, 2025 to February 28, 2027**

Membership Information

1. Attend all your union meetings
2. Know your contract
3. Know your Union representatives and Stewards
4. Discuss any grievance or complaint with your Steward immediately
5. Follow through on any grievance filed
6. Maintain sanitary and safe working conditions
7. Make sure you are informed of Union activities and policies
8. Speak to new employees and tell them about the gains made by your Union
9. Set an example for your fellow members
10. Do not tolerate discrimination against your fellow workers
11. Make sure the Union office is notified if you change your address
12. Support the usage of your Employee Assistance Program

Contact information:



UNIFOR

Local222 | Canada

1425 Phillip Murray Avenue
Oshawa, Ontario L1J 8L4
905-723-1187 | 1-800-465-5458
Email: local222@local222.ca

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ARTICLE 1

Purpose

- 1.01** The purpose of this agreement is to provide orderly collective bargaining procedures between the Company and the Union, to secure prompt and equitable disposition of grievances and to prevent interruption of work and interference with the efficient operation of the Company's business, including service and customer satisfaction.

ARTICLE 2

Recognition

- 2.01** Pursuant to the certification issued by The Ontario Labour Relations Board dated October 26, 1965 and July 18, 2007, the Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and working conditions for its employees in the bargaining unit of Mills Motors Buick GMC Limited in Oshawa, Ontario save and except forepersons, persons above the rank of foreperson, accounting staff and sales clerical staff, sales staff, tower operators, students employed for reception and summer help, and co-op students as per past practice.
- 2.02** Supervisors will not perform work which is normally performed by those under their supervision except in cases of emergencies or for the purpose of instructing employees. It is expressly recognized and understood that certain minor adjustments to vehicles and road testing may be performed on occasion by supervision as has been common practice.
- 2.03** It is agreed that students employed for vacation periods will not be hired while members of the bargaining unit willing to do the work are on layoff.

ARTICLE 3

Union Membership and Check-Off

- 3.01** During the term of this Agreement, the Company agrees to deduct the amount of monthly dues uniformly levied against all Union members in accordance with the Constitution and By-Laws of the Union from the pay of its employees in the bargaining unit.
- 3.02** All sums collected from the employees as designated above shall be deducted from the second pay of each calendar month and shall be the dues for the month in which the deduction is made.
- 3.03** Employees who may be absent for the pay period in which the deduction is made or who may have insufficient pay due them to make the deduction, will have the dues checked off from their next pay. The Financial Secretary of the Local Union will notify the Company in writing of the amount of union dues and/or initiation fee to be deducted in line with the constitutional requirements with the Unifor Constitution. Further, the Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, ½ hour per year from those employees who are deemed by the employer as a skilled trade as recognized above. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions along with the names of the employees shall be remitted to the financial secretary of the Local Union, who will forward the dues to the Oshawa Area Skilled Trades Council. Deductions will only be made after any and all claims against the employee's pay have been satisfied.
- 3.04** The Company agrees to forward to the Financial Secretary of the Local Union, by cheque, the amount deducted each month together with a list of those employees from whom dues were deducted prior to the first of the month next following the month in which the deductions were made.
- 3.05** The Financial Secretary of the Local Union will advise the Company by letter promptly, following the effective date of this agreement, of the amount of monthly dues uniformly levied on each of its members for the month.
- 3.06** Thereafter, in the event of any change in this amount, the Financial Secretary will in the same manner advise the Company of the change not later than the 15th day of the month prior to the month in which the change is to become effective.

ARTICLE 4

Management Rights

- 4.01** The Union recognizes the right of the Company to hire, promote, transfer, demote and lay-off employees; to maintain order, discipline and efficiency in its operations, and to suspend, discharge or otherwise discipline employees for just cause, subject to the right of the employee to lodge a grievance in the manner and to the extent as herein provided.
- 4.02** The Union further recognizes that the location of operations, the schedules, job duties, methods, processes and means of operation and the operation and management of the business in all respects is the sole and exclusive right of the Company.
- 4.03** It is also recognized that the Company has the right to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

ARTICLE 5

Strikes and Lockouts

5.01 Inasmuch as this Agreement provides orderly procedures for the settlement of employee grievances and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words "strike" and "lockout" as used herein are agreed to have the meanings in the present Ontario Labour Relations Act.

ARTICLE 6

Shop Committee

- 6.01** The Union may elect and the Company shall recognize as committee persons not more than four (4) employees of the Company with at least (1) year's seniority who are working in the Bond Street Shop or the Body Shop not more than 2 of whom will be from any one zone. They shall constitute the membership of the shop committee and one of them shall be designated as Chairperson.
- 6.02** There shall also be two (2) alternate members who will act as committee persons when any one of the three (3) regular committee persons are absent from the shop.
- 6.03** No employee shall serve as a committee person while on leave of absence or layoff.
- 6.04** The zoning of the shop from time to time shall be by mutual agreement between the Shop Committee and the Company. No person shall act as committeeperson until after notice of their assigned zone has been furnished in writing to the Company by the chairperson of the Shop Committee or Local Union President or Secretary. Any changes in committee persons shall be promptly reported to the Company in writing by the chairperson or Local Union President or Secretary.
- 6.05** It is understood and agreed that committee persons, as well as other employees, have regular duties to perform in connection with their employment. A committeeperson with the approval of the manager (which approval will not be unreasonably withheld) of the department in which they are employed shall be permitted during regular working hours, without loss of their regular hourly rate of pay, to leave their regular duties for a reasonable period of time to handle grievances as provided herein. The right of committeepersons to leave their work during working hours without loss of pay is extended on the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that the committeeperson will punch out and punch in on their clock card when on Union business and the time taken will be approved by the Department Manager for payment. Whenever, in the opinion of their Department Manager, more than a reasonable period of time is taken by a committee person to handle grievances, their Department Manager may decline to approve payment for such periods they consider to be excessive.
- 6.06** It is further understood and agreed that time spent in negotiations of this agreement will be paid on the basis of the Company paying for the first 16 hours away from work, the Union paying the second 16 hours and so on, on an alternating basis.

- 6.07** On entering a department other than the one in which they are employed, a committee person shall first report to the foreperson of the department entered.
- 6.08** The company is prepared to cooperate with the Union to establish a location in the lunch-room where the Union can conduct Union business. The company will provide a desk, chair and filing cabinet. The Union will provide and pay for a telephone.
- 6.09** The Chairperson of the Shop Committee and three (3) committee members will be retained in the employ of the Company during their term of office, notwithstanding their position on the seniority list, so long as work is available that they are willing and qualified to perform. In the event that such employees are bumped to a lower rated position their regular rate of pay will be maintained.
- 6.10** The employer agrees to provide a list of all employees in excel format on a semi-annual basis to the unit Chairperson, which includes the names, addresses and phone numbers of all employees in the Bargaining Unit.
- 6.11** All meetings with the employer shall have the opportunity for two (2) members of the Bargaining Committee in attendance. The Chairperson shall be requested and accompanied by another member of the shop committee.

ARTICLE 7

Grievance and Arbitration Procedure

7.01 If an employee has any complaint or grievance falling within the terms of this agreement, it shall be dealt with as follows:

Step 1

- (a) An employee or one designated member of a group having a complaint or grievance will take the matter up with their manager within five (5) working days of the date that the events giving rise to the grievance were known or could reasonably have been known except in the case of a grievance regarding wages which have a time limit of 30 days. The employee must request their Committeeperson to attend with them in the discussion of the grievance with the manager. The manager shall take two (2) working days following the discussion prior to responding to the complaint or grievance.
- (b) If the complaint or grievance is not settled, the grievance shall be reduced to writing, giving all particulars of the event or events out of which the grievance arises including the time and date of the event, and shall be delivered to the manager by the employee or their Committeeperson within five (5) working days of the date of the meeting with the manager. Upon receipt of the written grievance, the manager shall record their response on the grievance form, and provide a copy to the employee or their Committeeperson within two (2) days of receipt of the grievance in writing.

Step 2

- (c) A meeting with the department manager and committeeperson will take place within five (5) working days of the receipt of the written grievance. The manager shall respond to the grievance in writing to the committeeperson within three (3) working days after the date of the meeting.

Step 3

- (d) If the response of the department manager is not satisfactory to the employee, then within two (2) working days the Union will respond in writing to the General Manager. Within three (3) working days of receipt of the written response of the Union or such other time mutually agreed upon, the Shop Committee and the Department and General Manager shall meet to discuss the grievance. The Shop Committee may have present at this meeting the National Representative or Local President. The General Manager shall respond in writing to the Chairperson within five (5) working days of the meeting.

(e) If the written decision of the General Manager or designate is not satisfactory to the shop committee, the matter may be referred to arbitration within ten (10) working days of the receipt of the written response of the General Manager.

7.02 The parties agree that arbitration cases will be heard by a sole arbitrator selected from the list of arbitrators in this Article 7.02 selected in rotation or mutually agreeable. The arbitrators shall be as follows:

James Hayes
Howard Snow
Robert Herman
Christine Schmidt
Marilyn Silverman

7.03 Any time limits fixed by the grievance procedure and/or arbitration procedure may be extended by written agreement between the Department Manager and the Chairperson and Committeeperson of the Shop Committee.

7.04 The decision of the Arbitrator shall be final and binding on the Company, the Union and the employee or employees concerned.

7.05 Each of the parties hereto shall share equally the fees and expenses of the Arbitrator.

7.06 No person shall be selected as an Arbitrator who has been directly involved in attempts to settle the grievance, unless the Company and the Union agree otherwise.

7.07 No grievance shall be considered that has not been carried through all the required steps of the grievance procedure.

7.08 The Arbitrator shall not have jurisdiction to alter, change or amend any of the provisions of this agreement or substitute any new provisions in lieu thereof or give any decision inconsistent with the terms and provisions of this agreement or to deal with any matter not covered by this agreement.

7.09 However, the Arbitrator shall have jurisdiction in respect of a grievance involving suspension or discharge of an employee to modify such penalty if, in the opinion of the Arbitrator, it is just and equitable to do so.

7.10 All reasonable arrangements will be made to permit the conferring parties to have access to the dealership to view the disputed operations and to confer with the necessary witnesses.

7.11 No claims, including claims for back wages, by an employee covered by this agreement or by the Union against the Company, shall be valid for a period prior to

the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that they, or the Union, had grounds for such a claim prior to that date.

- 7.12** In the case of any grievance being processed under the grievance procedure each stage in such procedure up to and including the reference to appoint an Arbitrator shall be taken within the time limits prescribed herein or the grievance will be deemed to have finally been abandoned, provided however, that a grievance may be withdrawn from the procedure without prejudice to either party.

ARTICLE 8

Policy Grievances

8.01 A policy grievance shall commence as a written grievance as set out in Article 7.01(b) of the Grievance Procedure and may be filed by the Union or by the Company.

A policy grievance is defined as one which alleges:

- (a) Incorrect interpretation or administration of the agreement which may affect a group of employees or the collective interests of the Bargaining Unit or the Company.
- (b) Other action which may affect the collective interests of the Bargaining Unit or the Company;
- (c) A breach of an announced or existing policy of the Company concerning benefits or rights established under this agreement.

8.02 The parties agree that the above provision shall not be used to by-pass the normal grievance procedure.

ARTICLE 9

Discharge Grievances

- 9.01** A claim by an employee that they have been discharged without just cause shall be treated as a grievance if a written grievance protesting their discharge is lodged with the Department Manager within three (3) working days.
- 9.02** The Department Manager shall consider such grievance and render a decision within two (2) working days.
- 9.03** If the decision of the Department Manager is unsatisfactory to the employee concerned, the grievance may be referred to arbitration within 10 working days of the Department Manager's reply.
- 9.04** Before leaving the Company premises, the employee shall be permitted to be interviewed in private with their Chairperson and committee person.
- 9.05** Where management is meeting with an employee regarding a matter which may result in discipline of the employee the Union committee chairperson, and a committeeperson, will attend such meeting unless the affected employee requests otherwise. If the affected employee does not want Union representation at the meeting such employee will provide the Union with written confirmation of that fact.
- 9.06** It is further understood that when an employee is required to participate in a private discussion with Management regarding a sensitive and confidential matter the employee will first be advised that they have the right to have Union representation present. If the employee declines, management will document such refusal.

ARTICLE 10

Seniority

10.01 Seniority shall be by occupational classification by department as follows:

1. Technicians – Mechanical
2. Technicians – Body
3. Spray Painters
4. Service Advisors
5. Warranty Administrator
6. and below
 - a) Apprentices
 - b) Parts Counter Personnel
 - c) Vehicle Preparation
 - d) Janitor
 - e) Lot Jockey
 - f) CERTIFIED SERVICE TECHNICIAN
 - g) Body Shop Cashier
 - h) Service Business Developer
 - i) Internal Service Writer
 - j) Clerical (Service Administration)
 - k) Parts Delivery Truck Person
 - l) Valet
 - m) Shipper/Receiver

10.02 (a) A new employee shall be considered as a probationary employee until they have acquired seniority status. The retention of probationary employees shall be solely at the discretion of the Company, and there shall be no responsibility for the re-employment of a probationary employee who is laid off or discharged.

(b) A new employee shall acquire seniority status when they have worked sixty (60) days in any consecutive six (6) month period, in which event their seniority date will be a date sixty (60) days prior to the date which their seniority rights were acquired. In the event that any days were lost during this probation period while on Workers Compensation, these days will be added to the sixty (60) days to determine the effective seniority date. The employee's name shall then be placed on the appropriate seniority list.

(c) Every employee of Mills Motors Buick GMC Limited shall receive equal treatment free from any form of discrimination or harassment in accordance

with Human Rights Legislation from their first day of employment regardless of race, sex, creed, colour, marital status, sexual preference, disability, political or religious affiliation or place of national origin, or Union affiliation.

- 10.03** The names and seniority dates of employees will be listed under their respective job classifications in order of seniority and be brought up to date in January and July of each year. A copy of this list will be provided by the Company to the Chairperson prior to being posted.
- 10.04** Copies of the seniority lists will be posted on the bulletin boards provided in the facility at 240 Bond St.
- 10.05** For the purpose of breaking a tie for employees with the same employment start date, the employee with the birth date (month/day only) closest to the start of the current calendar year shall prevail as most senior.
- 10.06** When it is necessary to reduce the work force, seniority will be the guiding factor so long as employees exercising seniority are able, willing and skilled to do the work which is available. An employee laid off from any classification, after a period of the balance of the shift plus one (1) working day, will be given the option of displacing the most junior employee of any of classification 6 and below. When recalling employees to work after layoff, the reverse of the above procedure shall be followed.
- 10.07** In the event of an indefinite layoff, an employee may elect to have the Employment Standards Act apply. Notice by an employee to have the Employment Standards Act apply will be given to the Chairperson and to management of the Company. In the event an employee makes this election, they will waive their rights to Article 11.01(e) in writing. For purposes of this Article an indefinite layoff shall mean a layoff of more than thirteen (13) weeks.
- 10.08** (a) The Company will notify the Chairperson of the Committee or in their absence, another Committee person and the employees who are to be laid off temporarily at least two (2) working days before quitting time on the last working day before such lay-off.
- (b) Except for situations beyond the control of the Company, when a temporary lay-off is necessary and management fails to inform the employees not to report, they will be paid two (2) days pay at their normal rate.
- (c) This Article does not apply to any employees displaced by another member of the Bargaining Unit through the application of Article 10.06.

(d) For purposes of this Article, temporary layoff or laid off temporarily shall mean a layoff of not more than thirteen (13) weeks.

10.09 Whenever the application of the above seniority provisions appears to be impractical, exceptions to the provisions may be mutually agreed upon in writing between the Company and the Union.

ARTICLE 11

Loss of Seniority

11.01 Seniority status shall be broken and the employee's name removed from the seniority list for any of the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure.
- (c) If the employee is absent from work without leave for three (3) consecutive working days without notifying the Company unless satisfactory reasons for such absence are given on their return to work.
- (d) If the employee fails to answer a recall to work within five (5) working days of receipt of a registered letter to their last known address on record with the Company. It is the employee's responsibility at all times to keep the Company and the Union advised as to their correct home address and telephone number.
- (e) If an employee is laid off for a period of two (2) years, unless an employee has made an election to have the Employment Standards Act apply as per Article 10.07.
- (f) If an employee is absent for any continuous period of time equal to or greater than their total length of service; such that the Company deems the employment termination due to frustration of contract. The Company shall administer this provision in adherence with any applicable provincial or federal legislation, including specifically the Human Rights Code and Protection of Privacy Act.

ARTICLE 12

Transfer Outside Bargaining Unit

12.01 If an employee who has acquired seniority status is or has been transferred to an occupation not covered by this agreement, or to a supervisory position, they shall not accumulate seniority during the period of such transfer. In case such person is subsequently transferred to an occupation covered by this agreement, they shall be credited with their seniority while in the Bargaining Unit, providing they have been out of the Bargaining Unit for a period of three (3) months or less.

In the event the employee has been out of the Bargaining Unit for a period in excess of three (3) months and returns, they shall be treated as a new employee under the terms of this agreement.

ARTICLE 13

Job Vacancies

- 13.01** Promotions and transfers to higher paid jobs or better jobs within the Bargaining Unit will be based primarily on the skill, ability and qualifications of the employees concerned. However, as between two (2) employees of approximately equal standing, based on the above factors, seniority shall govern.
- 13.02** An employee who has been promoted or transferred will be considered to be serving a Probationary Training Period within their occupational classification for a period of sixty (60) days worked with the exception of skilled positions which will be for a period of 250 days worked. If within that time period an employee demonstrates an inability to perform the job, they will be transferred back to their previous job classification. In addition if the employee desires for personal reasons to cease this Probationary Training Period, they shall be transferred back to their previous job classification providing they are within the above time limits.
- 13.03** If it becomes necessary to transfer an employee in a job classification to a lower paid job classification, the reverse procedure of Article 13.01 shall be followed.
- 13.04** Job vacancies within the Bargaining Unit, shall be posted on the shop bulletin boards for not less than two (2) full working days. Employees may apply in writing to the Department Manager. This provision is only applicable when the Company is given at least two (2) working weeks of notice by the individual who is vacating a position.
Exceptions may be mutually agreed upon. Where a posted vacancy is not filled within thirty (30) days of the date of posting, the job will be re-posted (in accordance with the terms of this Article) before being filled. Copies of job postings will be provided to the Union prior to being posted.
- 13.05** Applications will be carefully considered and granted or refused on the basis stated in Article 13.01 above. If the applicants are denied their request to fill the vacancy, they will be given the reasons within a further three (3) working days after the vacancy has been filled. Any employee who is granted the request is subject to the terms of Article 13.02.

ARTICLE 14

Leaves of Absence

- 14.01** The Company may grant written leave of absence without pay to any employee for a legitimate purpose or reason.
- 14.02** Any person who is absent with such written permission shall not be considered to be laid off, and their seniority shall only continue to accumulate during their absence up to a period of three (3) calendar months.
- 14.03** Employees who are absent due to illness or accident shall be granted sick leave, upon proof of continued inability to work, for a period equal to the time set forth in Article 11 for breaking seniority.
- 14.04** The Company shall grant leaves of absence for Union business without pay to either: not more than two (2) employees at any one time for a period not to exceed a total of six (6) person weeks in each calendar year, providing the granting of such leave does not interfere with the work load as it may from time to time exist.
- 14.05** Where such leaves are for summer school, conference or conventions, the Union will give at least one week's notice of the necessity for such leave.
- 14.06** Seniority shall continue to accrue for periods set out above.
- 14.07 (a)** Employees are entitled to a paid leave as set out in the Emergency Leave provisions of the Employment Standards Act, 2000, S.O. 2000, C.41, as amended, from time to time, or any future Act, and the regulations made there under.
- (b)** Where an employee qualifies for and obtains a leave of absence (whether under Article 14 or 17) because of circumstances contemplated under the Emergency Leave provisions of the Employment Standards Act, 2000, S.O. 2000, C.41, as amended, or any future Act, and the regulations made there under, such leave shall count against the leave days contemplated by the Act.

ARTICLE 15

Safety and Health

15.01 The Company and the employees agree to co-operate in maintaining the highest standards of safety, health, sanitation and working conditions in the shop, in accordance with current legislation.

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the current rights of employees with respect to unsafe work, a mechanism will have to be determined to maintain the practical application of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that legislation could be passed which so affect the employee's right to refuse unsafe work, the Union and the Company shall meet within 10 days' notice of a written request to meet. The parties shall make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner.

It is further agreed that any changes to the Regulations would also be reviewed by the above mentioned parties, in order to assess the impact on employee health and safety. The parties agree that the Regulations in effect on the date of this agreement with respect to the employee's right to refuse unsafe work would be considered a minimum standard.

- 15.02** (a) The Company undertakes to provide adequate and necessary equipment to maintain these high standards. It is the responsibility of employees to maintain work stations and follow safety procedures.
- (b) Employees must wear protective and safety equipment when provided by the Company in order to be allowed to work. The Company will provide training for proper use of such equipment.
- (c) Employees must follow the proper procedures for the handling of used oil and the separation of contaminants.

15.03 All safety problems are to be reported to the Department Manager as soon as they become apparent. If no action is taken within two (2) working days, the matter shall be referred to the General Manager. If no action is taken within three (3) further working days, the matter shall be brought up through the grievance procedure. Monthly inspections are to be made by the Safety Committee. Copies of minutes

of the Joint Health and Safety Committee meetings will be provided to the union committee.

15.04 All employees are expected to wear company provided uniforms as follows:

(a) Pants and Shirts - ten (10) pants and ten (10) shirts every two weeks.

(b) Overalls - ten (10) changes every two weeks.

Each technician must decide whether to opt for pants and shirts or overalls, and once a preference has been determined, it must be respected for the term of the collective agreement.

15.05 The Company agrees to supply one (1) pair of approved safety boots per year to a maximum of \$200.00 on request to the employees in Zone 1 and Zone 2, Car Jockeys and Service Advisors in Zone 3 and Cleanup personnel. If boots cost less than \$200.00 and insoles are purchased, they will be covered up to the maximum boot allowance of \$200.00. It is understood that such safety boots must be worn on the job. An employee may purchase approved boots at a store of their choice and submit the invoice as proof of purchase, and the company agrees to reimburse the employee up to \$200.00 for such purchase.

The Company will establish an arrangement with a store to allow employees to purchase safety boots in accordance with this article and have the cost paid by the company to the maximum allowed under this article. In the event that the employee purchases boots whose costs exceed the amounts provided for in this article the additional amount shall be deducted from the employee's next pay.

The company will consider requests for a second pair of safety boots in a year when warranted because of the condition of the employee's safety boots. Where the department manager is satisfied that the employee requires a second pair of boots, the manager will authorize the purchase of a second set of boots in accordance with the terms of this article to a maximum cost of \$100.00.

15.06 The company and the union agree to maintain a health and safety committee comprised of not more than (2) representatives of each party. The union representatives and alternates will be elected.

15.07 Members of the committee and alternates will be entitled to take health and safety training, i.e. Level 1 and Level 2 at Durham College or its equivalent, and the Company agrees to pay enrollment fees of such training as it approves or selects in advance for not more than four (4) persons during the life of this agreement. It is agreed that the preference for such training should take place during off job time

(i.e. at night or Saturdays), but if it is necessary for such training to be conducted during working hours, the Company will pay the cost of wages for such training. The Company agrees to Union representatives on the Joint Health and Safety Committee receiving their required training from the service provider of the Company's choosing.

15.08 Raincoats will be provided to each car jockey on the first day of employment and replaced when required.

ARTICLE 16

Bulletin Boards

- 16.01** Bulletin Boards will be supplied by the Company upon which the Union can post notices. The subject matter of such notices will pertain to educational, recreational and social activities sponsored by the Union, including notices of Union meetings and elections.
- 16.02** Before posting, all notices shall be approved by the General Manager.
- 16.03** The Company and the Union agree that two Union-specific bulletin boards will be installed, one for the main shop, and one for the Body Shop. The boards will be placed in a mutually agreeable location that is convenient for union employees but not visible to the general public.

ARTICLE 17

Bereavement Allowance

- 17.01** (a) The Company agrees to allow employees leaves of absence without loss of pay of up to five (5) consecutive regular working days in the event of death in the immediate family (father, mother, step-father, step-mother, sister, brother, spouse or common-law spouse, son or daughter, step-son or step-daughter).
- (b) The Company agrees to allow employees leaves of absence without loss of pay of up to three (3) consecutive regular working days in the event of death in the extended family (mother-in-law, father-in-law, grandchildren).
- 17.02** (a) The Company will allow two (2) consecutive regular working days without loss of pay in the event of the death of grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- (b) The Company will allow one (1) working day without loss of pay for attendance at the funeral of an aunt, uncle, niece or nephew.
- 17.03** Service Advisors shall be paid a day's base salary plus a fifty dollar (\$50.00) flat amount.

ARTICLE 18

Jury Duty Pay

18.01 Employees summoned for jury duty will be paid the difference between payment for such services received from the Court and that sum which would have been earned had a normal shift been worked. Flat rate workers will be paid their flat rate basic rate; straight time workers, their regular hourly rate. Such payments will only be made if:

- (a) The employee has given the Company prior notice of such jury duty call;
- (b) The employee presents proper evidence that jury duty has been performed and/or the employee has reported for jury duty.

18.02 The employee will report back for work two (2) hours after being excused from jury duty provided this would enable them to report during their regular work day or the start of their shift the next day.

18.03 Service Advisors shall be paid a day's base salary plus a fifty dollar (\$50.00) flat amount.

ARTICLE 19

Schedules

19.01 Attached to and forming part of this agreement are the following schedules:

- (a) Schedule "A" - Hours of Work and Working Conditions
- (b) Schedule "B" - Paid Holidays and Vacations
- (c) Schedule "C" - Job Classifications and Wages
- (d) Schedule "D" - Supplemental Benefits
- (e) Schedule "E" - Employee New Car Purchase Plan
- (f) Schedule "F" - Loss of Driver's License
- (g) Schedule "G" - Substance Abuse
- (h) Schedule "H" - Time Tickets
- (i) Schedule "I" - Debit Notations

ARTICLE 20

Termination or Modification

- 20.01** This agreement shall continue in effect from September 1, 2025 and unless either party gives notice in writing to the other party that amendments are required or that the party intends terminating the agreement, then it shall continue in effect until February 28, 2027, and so on from year to year thereafter.
- 20.02** Notice that amendments are required or that either party intends terminating the agreement must be given not sooner than 90 days and not later than 30 days prior to the termination of the agreement.
- 20.03** The parties hereto agree to meet for the purpose of negotiations within 15 days of receipt of amendments and/or changes. The term of this agreement shall remain in full force and effect until a new agreement is reached or the parties have complied with the conciliation procedure of the Ontario Labour Relations Act, whichever comes first.
- 20.04** It is understood that during any negotiations following upon notice of termination or notice of amendment either party may bring forward counter proposals arising out of or related to the original proposals.
- 20.05** In this agreement and all schedules attached hereto, words importing the singular number include the plural and vice versa and words importing the masculine include the feminine and neuter genders.

ARTICLE 21

Union Management Meetings

21.01 The Company and the Union recognize the value of open communication to deal with issues and concerns which develop in the work place. In order to provide for such open communication the parties agree to the following provisions for Union management meetings:

1. Such meetings will normally be attended by the Union Committee, and members of Management as may be appropriate to deal with the issues under discussion.
2. The overall purpose of Union Management meetings is to develop a healthy working relationship between the Company, the Union and employees. Such meetings are not intended to deal with matters which have become the subject of the grievance procedure nor are they intended as a substitute for grievance meetings.
3. In order to encourage free and open discussion of issues it is understood and agreed that discussions which take place in such meetings are without prejudice discussions and shall not be referred to or relied upon in any proceeding involving a dispute between the parties.
4. In order to encourage efficient use of the time committed to these meetings the parties will provide each other with a list of the issues which they wish to have discussed at least 48 hours prior to the commencement of each meeting.
5. The Company will pay the Union Committee members attending the meeting their regular straight time hourly rate for the time spent meeting with management in such Union Management meetings.

ARTICLE 22

Information to be supplied to the Union Committee

22.01 The Company will supply to the Union Committee the following information at the end of every month:

- (a) employees who acquire seniority
- (b) employees who transferred in or out of the bargaining unit
- (c) hours worked of probationary employees

22.02 The Company will supply to the Union Committee the following information at the end of the month in which occurs:

- (a) employees extended leave of absence
- (b) employees on S&A and compensation and the date of occurrence
- (c) employees who have lost seniority
- (d) employees who are discharged
- (e) employees who sign a waiver regarding pension
- (f) employees who are laid off
- (g) days worked by temporary employees

ARTICLE 23

Parts Ordering Policy Re: Warranty Repair Orders

23.01 Technicians will be paid for the time taken for reassembly because of the unavailability of a part(s) provided the following conditions are met:

- (a) the technician has advised the appropriate service manager or shop foreman prior to commencing the reassembly work.
- (b) the appropriate service manager or shop foreman have authorized such work and payment for such work in writing prior to commencement of the reassembly work.

ARTICLE 24

Printing of Collective Agreement

24.01 Mills Motors Buick GMC Limited will work with the UNIFOR UNION Local 222 bargaining committee to formally “sign off” all C.B.A. language in a page-by-page format prior to ratification and Mills Motors Buick GMC Limited will pay for the typing and printing. Printing of the document will be done by the UNIFOR UNION within sixty (60) days after formal notice of ratification and distributed by the UNIFOR UNION.

It is also agreed that an electronic copy in M.S. Word Format will be provided to the company within the 60 day period.

SCHEDULE "A"

HOURS OF WORK AND WORKING CONDITIONS

1. Hours of Work

- (a) Regular core hours of Mills Motors Buick GMC Limited will be Monday to Thursday 7:00 am to 8:00 pm, Friday 7:00 am to 6:00 pm and Saturday 8:00 am to 4:00 pm.

The company intends to ensure employees with appropriate skill sets are available to accommodate the hours noted above and it is understood that employee schedules will require shift modifications that are more in line with customer requirements.

Training of new or transferred employees will be conducted primarily on days with an understanding that some training will be required on the shift and during the times associated with the new or transferred employees schedule. The training will be conducted within a three (3) week schedule.

It is agreed that the company may have a need to expand these hours of operation to further accommodate customer requirements.

When the need for modification to hours occurs, the company will provide a business case for the changes to the union in an attempt to achieve mutual consent.

If the parties fail to reach an agreement within three (3) working days, the company will notify the union of their decision regarding the schedule and the union will have the option to pursue the matter through the grievance procedure under Article 8 of the Collective Bargaining Agreement.

- (b) It is understood and agreed that the above schedule of hours provides for a non-paid half hour lunch period Monday to Wednesday and a non-paid one hour lunch period Thursday, Friday and Saturday.
- (c) Employees who are unable to report for their regularly scheduled shift on time must call their immediate supervisor not less than one-half (1/2) hour before the beginning of their shift, unless the circumstances for such absence are beyond the employee's control.
- (d) Certified Service will be closed on long weekends during the summer commencing with Victoria Day, up to and including the Labour Day Weekend.

(e) Extended Hours

EXAMPLE (Mon. to Thurs. 7:00am to 8:00pm, Fri. 7:00am to 6:00pm and Sat. 8:00am to 4:00pm.)

Week 1	Shift	Mon	Tues	Wed	Thur	Fri	Sat
CST 1	SHIFT #1	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	8:00-12:00
CST 2	SHIFT #2	10:00-8:00	10:00-8:00	10:00-8:00	10:00-8:00	8:00-5:00	OFF
CST 3	SHIFT #3	8:30-6:00	8:30-6:00	8:30-6:00	8:30-6:00	8:30-6:00	OFF
CST 4	SHIFT #4	7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	OFF
CST 5	SHIFT #5	OFF	10:00-8:00	10:00-8:00	10:00-8:00	8:00-5:30	8:00-4:00
Mechanical Technician	NEW	OFF	10:00-8:00	10:00-8:00	10:00-8:00	8:00-5:30	8:00-4:00

► 1ST 5 CERTIFIED SERVICE TECHNICIANS rotate every week for 5 weeks then start rotation all over again.

► New Tech works same shift every week. (new hire technician for prescribed extended hours shift)

Week 1	Shift	Mon	Tues	Wed	Thur	Fri	Sat
F/T Service Consultant	New	OFF	11:00-8:00	11:00-8:00	11:00-8:00	9:00-6:00	8:00-4:00
Full-Time Service Consultant	Shift #1	10:30-8:00	8:00-5:30	8:00-5:30	8:00-5:30	8:00-5:30	OFF
	Shift #2	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30	OFF
	Shift #3	7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	OFF
Part-Time Parts Counter		5:00-8:00	5:00-8:00	5:00-8:00	5:00-8:00	OFF	8:00-4:00
Parts Counter Personnel	Rotational	7:00-6:00	7:00-6:00	7:00-6:00	7:00-6:00	7:00-6:00	OFF
Part-Time Service Admin.		5:00-8:00	5:00-8:00	5:00-8:00	5:00-8:00	OFF	8:00-4:00
Full-Time Service Admin.	Rotational	7:00-6:00	7:00-6:00	7:00-6:00	7:00-6:00	7:00-6:00	OFF
Internal Service Writer		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Warranty Administrator		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Service Business Developer		7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	7:30-5:00	OFF
P/T Service Bus. Developer	New	5:00-8:00	5:00-8:00	5:00-8:00	5:00-8:00	5:00-8:00	OFF
Body Shop Cashier		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Parts Delivery Driver		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
New Car Lot Jockey		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Used Car Lot Jockey		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Full Time Car Jockey		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Part-Time Car Jockey	Shift #1	7:00-12:30	7:00-12:30	7:00-12:30	7:00-12:30	7:00-12:30	OFF
	Shift #2	12:30-6:00	12:30-6:00	12:30-6:00	12:30-6:00	12:30-6:00	OFF
F/T Mechanical Technician	Current	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Body Technician		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Spray Painters		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Trimmers		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Vehicle Preparation		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Janitor		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Clean-Up Body Shop		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF
Detailers		8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	8:00-5:00	OFF

(f) Extended Hours: New Hires as of May 2, 2017 for Collision and Cleanup Departments.

Shift	MON	TUES	WED	THURS	FRI	SAT	SUN
Afternoon Shift	5:00PM to 9:00PM	5:00PM to 9:00PM	5:00PM to 9:00PM	5:00PM to 9:00PM	OFF	8:00AM to 5:00PM	OFF

The Extended Hours Agreement for Collision Department – Clean-Up Department is designed to increase the ability to process more work in the respective noted departments and therefore will establish an afternoon shift starting at 5:00PM until 9:00PM Monday through Thursday and starting 8:00AM until 5:00PM on Saturday. The classifications and pay rates will match those of the current department and where required will combine job duties. (e.g. Painter & Bodyperson). Extended Hours Agreement is designed as such that existing employees will not be disadvantaged in terms of their current work. The **new hire** Extended Hours employees are intended to perform “minor work” associated with wholesale and will not work on Insurance vehicles, Customer Pay, or Lot Damage.

It is agreed that the company may have a need to expand the extended hours operation to further accommodate customer requirements and this will be accomplished with new hires.

2. Overtime

- (a) For those working on the 41 ½ and 44 hour schedule, all time worked in excess of the schedule of hours as set out above, Monday to quitting time on Saturday, shall be overtime and be paid at time and one half the straight time rate. Under current conditions inventory counts will be performed on non-business hours.
- (b) The above hours are stated solely for the purpose of calculating overtime and is not to be construed as a guarantee of or as a restriction on the number of hours to be worked.
- (c) It is understood that the above statement of regular and usual schedules of working hours is not intended to prevent the Company from prescribing irregular and unusual schedules from time to time under its right to operate and manage the business in all respects, as recognized in Article 4 of this agreement. The Company agrees to give notice prior to 12:00 noon and discuss with the Union any changes in work schedules.
- (d) One and one-half times the straight time rate for flat rate workers shall mean their flat rate earnings plus one-half of their flat hourly rate.
- (e) To be paid for overtime it must be first authorized by management and initialed by them after it is worked.

- (f) It is expressly agreed and understood that all time worked on Sunday shall be paid at time and one half the straight time rate regardless of whether or not the employee has worked their full scheduled hours during the week. It is agreed that it is the function of the Company to determine overtime is necessary and to schedule overtime work. Overtime is to be on a voluntary basis and it is understood that if a job can be finished in a reasonable time, it will be completed.
- (g) In doing so, the Company will endeavor to distribute overtime as close as possible amongst the employees regularly performing the work. Overtime refused shall be considered overtime worked.
- (h) For purposes of this agreement part time employees shall mean an employee regularly employed for not more than 30 hours per week.

3. Rest Period

- (a) There shall be two (2) rest periods not to exceed 10 minutes each; one in the first half of the shift and one in the second half of the shift. Part time employees shall receive one (1) rest period not to exceed 10 minutes during their shift. The Company agrees to pay Class "A" Technicians 0.2 hours for rest periods when they are working on General Motors straight time warranty repair only.
- (b) In the event of overtime, an employee will receive an additional ten (10) minute rest period before commencing overtime.

4. Reporting Allowance

- (a) An employee reporting for work without having been told in advance that there will be no work will be given four (4) hours work at the employee's regular rate or be paid four (4) hours pay in lieu of work.
- (b) This shall not apply if the lack of work is caused by power failure or other conditions clearly beyond the control of the Company.
- (c) Notwithstanding the above, it is agreed and understood that employees wishing to leave early must so advise their Manager or their appointee.

5. Emergency Recall

- (a) An employee who has punched out and left the shop and is recalled to do emergency work shall be paid a minimum of four (4) hours pay at time and one half, or if they work for a longer period, time and one half for all time worked.
- (b) Notwithstanding the above, where such a recall is for the purpose of re-doing work not properly performed, paragraph 6 (a) of this Schedule A will govern.

6. Working Conditions

- (a) The Foreperson or the Department Manager (if they are requested by the foreperson) and the Zone Committeepersons will, in the event of a dispute, be the judge of work not properly performed. If in their judgment it is necessary to redo the work, the employee who performed the original work will be required to do the necessary corrective work without further compensation. If the employee who performed the original work is unavailable to do this comeback work, it will be assigned to another employee in the same classification who will be paid for the work at normal rates and these costs will be charged back to the

original employee. If an agreement cannot be reached between the parties, the matter shall be brought up through the grievance procedure.

Notwithstanding the above, there shall be no charge against the employee for parts.

- (b) In the event that a vehicle comes to the painter that has not been properly metal finished or prepped, the painter will refer the matter to the foreperson who will have the metal finisher or prepper properly finish the job before the painter does the refinish.
- (c) Any new or used parts received by a bodyperson from the stockroom in a damaged condition shall be, at the discretion of Body Shop supervision, either returned to source or repaired by the body person at their regular rate. This repair work shall be done on a straight time basis and the employee doing the work will punch the time card when starting on the job and punch off when the repair is completed. The time for such repairs will be established by the body person's foreperson. In the event of any dispute, the Body Shop Manager and the Union representative will review the matter, and the Body Shop Manager will render the final decision as to time allotment.
- (d) In the interests of customer relations, each employee will have their bench and surrounding floor space clean of all tools and equipment (except equipment in use or parts removed from a vehicle) at the end of each shift. Their air line drop light must be stored in a clean condition.
- (e) If an employee is injured on the job they must report such injury/accident to management as soon as is practicable in the circumstances. An employee injured on the job and as a result of such injury it is necessary for the employee to be taken to a doctor or a hospital, the employee will be paid for the balance of the shift or such time as they may be away from work during regular hours on that shift.
- (f) The body repairperson will be given the work order showing the number of hours allotted for the job. On request to the foreperson, they will be shown the original estimate.
- (g) There shall be no charge to employees for smocks used by the personnel on the parts counter and coveralls used by mechanics and painters. The cost of laundering the aforesaid clothing shall be borne by the employer.

- (h) If an employee has had no disciplinary notations for two (2) years, their file shall be cleared of all disciplinary notations. If the employee requests, the Company will provide the notations in the file to the employee.
- (i) Discipline will be imposed on employees within ten (10) working days of the incident giving rise to the discipline coming to the attention of management unless it is impracticable for the Company to provide notice of discipline within this time period.

7. Moonlighting

- (a) The Union agrees that employees shall not engage in any form of employment or work of a nature similar to that made available by the Company outside of their working hours and that in the event of so doing, any such employee shall be subject to dismissal by mutual agreement between the Company and the Union. Nothing in this clause shall be deemed to preclude any employee from doing work on a vehicle registered in their own name, outside of working hours. Employees shall not engage in work or activities which would negatively impact Mills Motors Buick GMC Limited

8. Technicians, Body Persons, Painter and Trimmers – Flat Rate Provision

- (a) Where General Motors' Flat Rate manual provides a flat rate time allowance, Technicians, Body Persons, Painters and Trimmers will be paid the regular hourly rate herein specified for the number of hours allowed by the said manual for such work. Where the said manual does not provide a flat rate time allowance for the work in question, whether by reason of the vehicle being other than a General Motors' vehicle or otherwise, technicians, body persons, painters and trimmers will be paid the hourly rate herein specified for the number of hours labour time charged to the customer for such work only. These provisions respecting flat rate allowances shall apply even though the employee is engaged for a shorter or longer period of time on such work.
- (b) In computing total cost charged to the customer for painting, it is understood that an additional labour amount, over and above the amount paid to the painters and helpers may be added to cover the costs of paint and materials used in that repair. Painters shall be paid where warranty flat rate does not apply, according to a schedule which is supplied by the Company and which can be reviewed at any time that either party feels that procedures or conditions merit a change in such schedule.
- (c) The Company agrees to investigate any written complaints regarding flat rate times. The Company will also attempt to have General Motors come in to time

study specific complaints. The Company agrees to have a UNIFOR UNION time study observer present subject to General Motors' approval.

- (d) It is agreed and understood that in circumstances where combinations and/or overlaps reduce the time allotment and are missed by the Tower Operator, adjustments may be made by the Service Manager or the Shop Foreperson within a period of two (2) weeks in the case of Customer pay and within thirty (30) days in the case of Warranty, of the completion of the close of the Invoice. An explanation will be furnished by the Service Manager or the Shop Foreperson.
- (e) The Company and the Union agree to follow the existing practice respecting flat rate.
- (f) Notwithstanding paragraphs 8(a) and 8(e) noted above, when special menu pricing is to be offered to customers, Service Management will meet with the Union Committee in advance to review what can be done, the time allotted for Technicians and duration of such special.

9. Additional

- (a) The Company agrees to maintain two (2) Union parts department personnel at the back counter at the Bond Street Shop at all times during normally scheduled working hours provided sickness, vacations and matters beyond the Company's control do not interfere.
- (b) It is optional that a Technician register and participate in General Motors Technician's Guild, however, Technician License Fees that are applicable to the work performed by the Company will be paid for by the Company provided that the Technician is registered and submits all of their Technician's Guild examinations. Exceptions will be made if a technician is on Workers Compensation or Sick Leave.

Technicians will be paid \$250 for completion of all monthly Technician Guild examinations. Technicians that achieve status of Master Technician will receive \$500 and Technicians that achieve status of Grand Master Technician will receive \$1,000.

- (c) Employees who are involved in an automobile accident are responsible for a deductible in the amount of \$250 per incident under the following circumstances:
 - (i) "At Fault" accidents which occur off Company premises,

- (ii) Accidents which occur on Company property or within its buildings where it is determined that willful negligence or misconduct was the cause.
- (d) Employees in occupational classifications #2 and 3, as set forth in Article 10.01, must actively achieve and maintain I-Car Gold Certification. The Company will pay for wages at straight time for attendance at these courses as well as any course costs.

Applies to Apprentices in Body Repair or Paint also.
- (e) The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the name of the Chairperson.
- (f) The Company agrees that a Union Representative will be given an opportunity to interview each new employee entering the Bargaining Unit within regular hours, without loss of pay for (15) minutes sometime during the first three (3) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union Membership and the employee's responsibilities to the Employer and the Union.
- (g) The Company will provide an annual tool allowance to employees in classifications 1, 2, and 3 to be eligible to receive \$350 each year of the Collective Agreement and CERTIFIED SERVICE TECHNICIAN to be eligible to receive \$150 each year. The Company proposes eligible employees to rollover their tool allowance to the next year if it is not used in the current year. Rollover option ceases at the end of the Collective Agreement. In order to be reimbursed for the tools purchased, the tools must relate to work performed by the employee and the employee must provide receipts. In order to qualify for this benefit, employees must have at least one (1) year of service with the Company. Apprentices will receive \$200.00 each year for a tool allowance.
- (h) The Company will pay for wages at straight time for attendance of any Company sanctioned course to a maximum of the employee's normally scheduled hours per day. Attendance for any such course needs to be approved by the appropriate Department Manager.
- (i) Tool Insurance – The Company agrees to arrange for tool insurance on the following basis, \$25,000 per technician, \$0 deductible, employee to pay premium of \$1.00 per week through payroll deduction for coverage. This coverage is for fire and theft. All claims will be subject to the Insurance Company's investigation and it is the sole discretion of the Insurance Company whether or not the claim will be paid.

- (j) The Company will keep up-to-date 'Labour Time Guide' information available for the technicians consistent with General Motors requirements.
- (k) Video Web Based Training – Training Payment time will be determined by the General Motors Guidelines as posted at the beginning of the individual course

SCHEDULE "B"

PAID HOLIDAYS AND VACATIONS

1. Paid Holidays

(a) For the purpose of this agreement, the following days are holidays:

Full day before New Year's
New Year's Day
Family Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
Full day before Christmas
Christmas Day
Boxing Day

The following holidays will be paid for during Christmas and New Years:

Christmas Holidays

Wednesday, December 24, 2025	1/2 Staff
Thursday, December 25, 2025	Closed
Friday, December 26, 2025	Closed
Wednesday, December 31, 2025	1/2 Staff
Thursday, January 1, 2026	Closed
Thursday, December 24, 2026	1/2 Staff
Friday, December 25, 2026	Closed
Monday, December 28, 2026	Closed
Thursday, December 31, 2026	1/2 Staff
Friday, January 1, 2027	Closed

- (b) For full time employees, two additional paid holidays in each year of this collective agreement. The time when such holidays are taken shall be mutually agreed to between the Company and the employee concerned.
- (c) A full time employee shall be paid at their straight time rate for such holidays without being required to render service subject to the following:

 - (i) The holiday shall be paid for regardless of the day on which it falls.
 - (ii) The employee must have worked their last scheduled day prior to and following the holiday unless they have been granted a leave of absence in writing by the Department Manager for either the day before or after the holiday or is absent as the result of proven illness the day before or the day after the holiday.
- (d) An employee will be paid for a statutory holiday if they are placed on layoff or is absent on verified illness provided such layoff or absence due to illness does not exceed a seven (7) day working period prior to or the normal work week following the holiday.
- (e) If a holiday falls within the period of an employee's vacation, they shall be granted another day off with pay to be taken at a time mutually agreed upon between the Company and the employee concerned or, a day's pay depending on the work load at that time.
- (f) An employee shall not receive pay for the holiday if they have agreed to work on such holiday and fails to report without reasonable cause.
- (g) If an employee is required to work on the day of the holiday they shall be paid at the rate double their straight time rate for actual hours worked in addition to statutory holiday pay.
- (h) Holiday pay for part time employees will be calculated in accordance with the provisions of the Ontario Employment Standards Act.

2. Paid Vacations

- (a) Employees coming under the regulations of the Employment Standards Act, Revised Statutes of Ontario, Chapter 147, shall be granted vacations in accordance with the Act.
 - (i) One (1) but less than five (5) years' service, two weeks vacation pay; 4% of earnings
 - (ii) Five (5) but less than ten (10) years' service, three (3) weeks vacation pay; 6% of earnings
 - (iii) Ten (10) but less than twenty (20) years service, four (4) weeks vacation pay; 8% of earnings
 - (iv) Twenty (20) years service or longer, five (5) weeks vacation pay; 10% of earnings

Vacation pay shall be based on the percentages noted above (i-iv)

The effective date for determining the number of weeks vacation entitlement shall be June 30th of the year in question.

Earnings in this vacation pay section shall mean total earnings in the year ending June 1st. Vacation pay will be paid in full no later than July 1st. Advance Vacation Pay may be paid prior to vacation period providing requirement is for a legitimate vacation period and advance pay will be only for the vacation time taken. It is further understood that all employees must take their required statutory two (2) weeks' vacation.

- (b) Employees shall be granted vacation pay as follows:
- (c) Vacations will be allotted based on seniority of Job Classification but this will only be for the first two weeks vacation. The third, fourth and fifth weeks of vacation are to be taken at a time convenient to the company.
- (d) Vacations will be granted primarily during the months of January through December. Consistent with Company policy, all requests for vacation must be submitted to management no later than May 15th in the year the vacation is to be taken. A written request stating the period of time required shall be given to management one month in advance of the employees last day of work prior to the commencement of that vacation. All granted requests shall be in writing and the employee will be provided with a copy of the approved vacation request.

- (e) Vacations are to be taken in the year they are earned.
- (f) Vacation pay for all those covered by this collective agreement shall be based on the employee's normally scheduled work week except in the case of part time employees and Service Advisors. Vacation pay for part time employees and Service Advisors will be based on 2% of earnings in the vacation year for each week of entitlement.
- (g) If an employee quits, they will be paid the proportionate amount owing them according to their vacation entitlement.
- (h) If an employee is discharged, they will be paid the proportionate amount due them according to their vacation entitlement.

SCHEDULE "C"

JOB CLASSIFICATIONS AND WAGES

1. Job Classification

Sch C-1		3.00%	3.00%
		Effective 2024-09-01	Effective 2025-09-01
	Technicians Mechanical	\$38.20	\$39.35
	Technicians - Transmission	\$39.26	\$40.44
	Technicians - High Tech	\$40.33	\$41.54
	Variable Rate	\$35.21	\$36.27
	Technicians Body	\$26.27	\$27.06
	Painters	\$26.27	\$27.06
	Apprentices	ADD 65%	ADD 65%
	Parts Counter	\$26.69	\$27.49
	Vehicle Prep	\$19.06	\$19.63
	Janitor	\$17.14	\$17.65
	Certified Service	\$19.06	\$19.63
	lot Jockey	\$17.63	\$18.16
	Internal Serv. Writer	\$16.57	\$17.07
	Warranty Clerk	\$18.16	\$18.70
	Body Shop Cashier	\$18.74	\$19.30
	Service Admin	\$18.45	\$19.00
	Service Bus. Development	\$18.45	\$19.00
	Parts Driver	\$17.63	\$18.16
	Valet- Part Time	\$17.63	\$18.16
	Valet - Full Time	\$17.63	\$18.16
	Shipper/Receiver	\$17.63	\$18.16
	Service Consultant - Part Time	\$870.56	\$896.68
	Service Consultant - Full Time	\$870.56	\$896.68

Note - All Wage increases are retroactive to August 31, 2025

2. Variable Rate

The following jobs shall be performed by technicians at an agreed variable rate as per Schedule C (1)

- Semi Annuals
- VMI
- 2 & 4 Wheel Alignments
- Fuel services
- Brake services
- Pad & Shoe Replacement
- Rotor & Drum Replacement
- Resurface Rotors & Drums

It is understood between the parties the variable rate jobs and the realignment of jobs assigned to CERTIFIED SERVICE TECHNICIAN (26-27) will not directly result in the displacement of an employee classified as a technician.

Jobs assigned to CERTIFIED SERVICE TECHNICIAN as of the signing of this agreement may not be changed between the classifications without mutual agreement.

- N.B. - Technicians are expected to maintain the currency of their specialties. The Company shall pay the cost of any approved training and pay the Technician their straight time hourly rate for time spent in such training. All training will be done during regularly scheduled working hours.

3. 'Active Linked Service' – Service Technician – The "Active Linked Service" will apply when a vehicle is in the active repair process and is scheduled for a V.M.I. and L.O.F. The main shop Service Technician will perform the L.O.F. if there is not a Certified Service Technician immediately available as defined by the Tower Operator. L.O.F. to be paid at .3 at full rate

4. Red Circled

The company and the union discussed situations where certain employees would be designated with preferential wage considerations (i.e. Red Circle). It is understood that employees who are designated in this manner will lose the designation upon their departure from that job. Subsequent employees who assume these positions will receive the appropriate designated rate.

5. Apprentice Clarification

(a) BODYSHOP- APPRENTICESHIP PROGRAM

Overview

Mills Motors Apprentice program offers a combined agenda to allow a candidate to work for pay and attend a certification program with an accredited Skilled Trades College. At the end of the program, the candidate will have completed the College Apprenticeship required curriculum and maintained seniority and paid employment with Mills Motors.

This Apprentice program may be suited to Collision Centre Paint Technician or Body Technician, or Automotive Service Technician.

Program Commitments

Total program hours are 8,000. Total on the job hours are 7,280 and total in class education hours are 720.

There are three levels to the program, each with a combination of on-the-job work and in class education:

- (b) Level 1 – 2,427 hours on the job plus 240 hours in class;
- (c) Level 2 – 2,427 hours on the job plus 240 hours in class;
- (d) Level 3 – 2,426 hours on the job plus 240 hours in class;

Current Program Timeline

- Level 1 – September, October 2026
 - Level 2 – November, December 2026
 - Level 3 – January, February 2027
- Compensation rate changed to reflect base rate calculation

Compensation

Based on current Body, Paint Technician Straight Time Rate of \$24.75/hour.

- Year 1 Level 1
 - Candidate receives a 70% of Journeyman's Rate.
- Year 2 - Level 2
 - Candidate receives a 75% of Journeyman's Rate.
- Year 3 - Level 3
 - Candidate receives a 80% of Journeyman's Rate.
- Year 4 - Apprenticeship completed and Candidate is certified by Skilled Trades College. Candidate receives 100% of Journeyman's Rate: \$24.75/hour.

Notwithstanding the above, a Candidate may go from straight time rate to flat rate in any of Year 2, 3 or 4. The General Manager will make this decision, based on input from the Department Manager.

- (b) The Mills Motors Buick GMC Limited (The Company) and Unifor Union, Local 222 (The Union) further clarified various aspects of the Apprenticeship program.

The Apprenticeship employees will receive the Certified Service Rate when performing work in that classification and when working in the main shop, they will be paid straight time rate based on hours outlined in Schedule 'C'.

The Apprenticeship employees, upon reaching **Sponsorship Certification at Mills Motors Buick GMC Limited**, will work one (1) day per week in the Main Shop up to the completion of their apprenticeship and subsequent achievement of Journeyman certification. The other time will be spent as a Certified Service Technician.

It is understood that upon successful completion of their Journeyman Certification, these employees will continue as Certified Service Technicians until such time there is a job posting for a Technician in the Main Shop and they have successfully achieved such position.

For the purpose of defining applicable seniority provisions, when an Apprentice acquires Journeyman status, seniority will be the date of their entry into a bona fide position in the Skilled Trades classification. They will maintain their full seniority for all other aspects of the Collective Agreement including vacation entitlement and job flow in the 'shop' outside of the Skilled Trades classification.

- Third term apprentice able to perform warranty mechanical work if it is not detrimental to the existing licenced technician.
 - If there is no mechanical work, they can perform Goodwrench work.
 - Once licenced, they will work on jobs as per existing technicians.
 - Licenced technician who chooses not to participate will not be disciplined. This is a voluntary assignment.
 - The technician shadowing will receive twenty percent (20%) of apprentice hours at full rate of pay.
 - Apprentice will receive seventy-five percent (75%) of journeymen's rate for doing such work until they are licenced.
 - The journeyman who opts into the shadowing program will not be responsible for work done by apprentice.

6. Certified Service:

Number	CERTIFIED SERVICE TECHNICIAN Flat Rate Times	Hours
1	LOF	0.5
2	Rotate	0.3
3	LOF/Rotate/Brake Inspection	0.8
4	LOF/Rotate (4-wheel)	0.8
5	Rotate/Balance (4-wheel)	0.8
6	G/Wrench B/Inspection (4-wheel)	0.3
7	Tire Replace and Balance (each)	0.3
8	Nitrogen Fill (4 tires)	0.5
9	Tire Repair - Patch	0.5
10	Cooling System Flush	0.8
11	Power Steering Flush	0.8
12	Air Filter (most GM)	0.2
13	Drive Belt (most GM)	0.5
14	Engine Shampoo	0.5
15	Transfer Case Service	0.5
16	Standard Case Service	0.5
17	Battery Replace (from)	0.3
18	Wiper Blades (1 or 2)	0.2
19	License Plate Bracket	0.3
20	Replace Bulbs (from)	0.2
21	Replace Pollen Filter (from)	0.2
22	Season Specials	0.8
23	Mud Flaps	0.5/2 or
24	Transmission Flush	0.6
25	Transmission Services as per Pro Demand	0.8
26	Differential Services	0.8

Note: All brake inspections must be 4 wheels

Note: 0.1 Extra paid when tire rotation with vehicle equipped with tire pressure monitor.

7. Seasonal Tire Swap

1	Seasonal Tire Swap	CERTIFIED SERVICE
2	Certified Service Technicians to pull & put away winter and summer tires.	
3	Pull Tires from Bin and Return = .4 Relearn TPM = .1 Rotate Tires = .3 Tires Not on Rims = 1.2	
4	If Customer brings in their own wheels - Rotate = .3 - TPM = .1	
5	Licensed Techs to get an additional .2 to install seasonal tires on rims.	LICENCED TECHNICIANS

- 8. (a)** Work performed by Technicians - Mechanical and Body, and Spray Painters on trucks in excess of 1500 series shall be paid \$2.00 extra.
- (b)** Class A Technicians while working on diesel engines will earn \$2.00 per hour more than Class A rate. This is in addition to the \$2.00 premium in 8 (a) above.
- (c)** The allocation of work on heavy duty trucks and automatic transmissions will only be given to qualified technicians.
- (d)** Work performed by Technicians on Transmissions shall be performed at a higher wage rate as per the Wage Table in Schedule “C”, Article 1. This wage rate will not apply to Maintenance items or Linkage repairs or external seals.
- (e)** Work performed by Technicians as High Tech shall be performed at a higher wage rate as per the Wage Table in Schedule “C”, Article 1. This wage rate will not apply to Maintenance items, plugs, flushes, wires (tune-ups), SES and CEL Codes and Trouble Trees, crank but no start unless it becomes an electrical issue.
- (f)** The higher rates will be paid as per Skill Group Codes, which will be mutually agreed upon between the parties.
- 9.** Employees classed as Technicians-Mechanical and Technicians-Body, Spray Painters and Trimmers will be guaranteed a sum equal to 5 hours pay each day and the guarantees aforesaid shall be subject to the following conditions:

- (a) The employee must have served their probationary period.
- (b) The employee must perform whatever work is available and assigned to them by the Company at the current rate for the job.
- (c) The terms of this section will not apply where the Company is prevented from providing work to any employee or group of employees because of fire, flood, explosion, strike or other circumstances beyond the control of the Company.

10. Subject to the above, the parties agree to the following:

- (a) If the work is not available to the individual and the employee does not make their guarantee in that day, the Company will make up the difference in pay between what the employee earned and their daily guarantee. For each half day lost, 50% of the daily guarantee shall be deducted. The Reporting Allowance does not apply to this group.
- (b) The Department Manager or Assistant Manager has the authority to grant permission for the employee to leave if no work is available. This will not affect the employee's daily guarantee provided the employee's clock card is signed by their Department Manager or Assistant Manager granting permission.

11. Parts Department trainees are to be paid on the following schedule:

1st Year - 75% of Parts Department Rate
2nd Year - 85% of Parts Department Rate
3rd Year - 95% of Parts Department Rate

Thereafter - Full rate

12. Committee To Maintain Training

A Committee consisting of the Service Manager, Shop Foreperson, and the Union Committee will be formed and meet quarterly to discuss the training needs of the Service Department and each individual technician. Each technician will be provided their own training needs sheet annually.

13. Vehicle Preparation Department

The following shall apply to employees in the Vehicle Preparation Job Classification:

- (a) All new hires into the job classification of "Vehicle Preparation" to be paid on a flat rate basis.

- (b) All hires who fall into the category of ‘hired after September 1, 1993’ will receive the following rate of pay: See Schedule “C”.
- (c) The Hours of Operation will be as per Schedule “A”, paragraph 1(a) of the Collective Agreement.
- (d) Overtime will be paid as per Schedule “A”, paragraph 2(a) through paragraph 2(g).
- (e) Guarantee will be as per Schedule “C”, paragraphs 8 and 9, specifically the Company will pay a 5 hour guarantee per day subject to a 50% reduction for each half day lost.
- (f) There will be a fair distribution of work to all employees in this Job Classification. The parties understand and agree that the Company will provide training for all applicable Labour Operations and that all employees in this Job Classification will be expected to perform each and every one of these Labour Operations.
- (g) The following Labour Operations be performed by and Labour Times to be paid for this Job Classification:

	Cars	SUVs, Vans & Trucks
• New Vehicle Clean -up (PDI)	1.0	1.2
• New Vehicle Re-Clean	0.5	0.8
• Demo Clean (under 10,000 km)	1.4	1.6
• Demo Clean (over 10,000 km)	2.5	3.0
• Demo Clean in Showroom (Straight time will be paid to clean all vehicles in Showroom)	Varies	Varies
• Demo Clean Out of Showroom	0.5	0.7
• Demo Wash and Vacuum	0.6	0.8
• Dealer Trade Clean	1.0	1.2
• Repair Lot Damage/excessive scuffing (Time will be agreed prior to work commencing)	Varies	Varies
• Used Vehicle Clean-up	3.0	3.5
• Used Vehicle Re-Clean	1.0	1.5
• Vehicle Buff & Wax Only (When in addition to Vehicle Cleanup)	1.0	1.2
• Spot Cleaning Demo Interiors (Time will be agreed prior to work commencing)	Varies	Varies
• Etching	0.4	0.4

	Cars	SUVs, Vans & Trucks
• Fabric Guard	0.3	0.5
• Paint Protection	1.0	1.5
• Rust Module	0.5	0.5
• CERTIFIED Inspection	0.5	0.5
• Accessories	All, varies	All, varies
• Wet Wash	0.3	0.5

All accessories per GM Accessory Guide to be installed by these employees and paid per the GM Guide. A copy of this guide will be provided from time to time, and labour times adjusted as changes occur.

Customer Pay Operations

	Cars	SUVs, Vans & Trucks
• Underbody Wash	0.4	0.4
• Vacuum	1.0	1.2
• Buff & Wax Including Wash*	1.5	1.7
• Vacuum & Shampoo Interior&	1.0	1.5
• Silver Package	3.0	3.5
• Gold Package	5.3	6.0

* Where the vehicle is unusually dirty the employee will be paid straight time subject to the Manager's agreement in advance.

Note - Vehicles that have extremely dirty interiors will be assessed on an individual basis and the time will be adjusted as necessary.

Note - The Company reserves the right to hire a Power Wash Truck to wash inventory on the lot provided that there are no Vehicle Preparation Employees currently on the board.

Note - Additional operations may not be added without the mutual consent of the Union.

14. Dent Repair/Spot Refinish

The Company is prepared to have existing employees with the appropriate skill and ability to handle Dent Repair/Spot Finish at the current hourly rate for Technicians – Body/Spray Painters. The Estimator and the Technician will work together before repair commences to determine the flat rate hours for each job.

15. Service Advisor Wage Plan and Indexing Language

Wage Plan

Sales	Percentage
Sales under \$29,700	0.1%
Sales \$29,701 to \$41,400	0.4%
Sales \$41,401 to \$59,300	0.7%
Sales \$59,301 to \$71,000	1.0%
Sales \$71,001 to \$82,900	1.5%
Sales \$82,901 to \$94,700	2.0%
Sales \$94,701 to \$106,600	3.0%
Sales \$106,601 +	4.0%
Base Salary	Ref. C-1

Bonus Structure as Follows:

1. Base Salary = Ref. C-1
2. Bonus starts at \$29,700
3. Bonus to include – CP Labour and Parts, Internal Labour
4. CSI Bonus to be paid \$15.00 for every score of 9 or more on Question #2 and \$20.00 for every perfect score on Question #3 equal to or above 65% (monthly).
5. The Sales bands for the purposes of bonus payment are based on the door rate in effect as of May 01, 2017 and will be frozen as of that date.

The parties discussed the need to review various methods, systems and reporting processes to more accurately reflect customer satisfaction, including social media feedback. In this regard, the parties will meet after ratification to review and develop a bonus system that more appropriately encourages and rewards superior customer satisfaction performance. Upon mutual consent, the new method may replace the existing Bonus structure as defined above.

16. Service Advisor Trainees

The Company agrees that Service Advisors who are hired with less than 18 months experience with an automotive dealership will be paid as follows:

- 1st six months – 75% of Advisor Rate
- 2nd six months – 85% of Advisor Rate
- 3rd six months – 90% of Advisor Rate
- End of 18 months – 100% of the Advisor Rate

Employees will be credited with prior experience as a Service Advisor with automotive dealership for the purpose of placement throughout the schedule.

17. Service Business Development / Service Administrator

All Service Administrators and Service Business Developers shall at the Company's discretion be cross-trained and the Company will have the flexibility to move these employees between the two Job Classifications as the workload may require from time to time.

SCHEDULE "D"

SUPPLEMENTAL BENEFITS

1. Group Insurance Plan

The Company's Group Insurance Plan provides substantial protection for employees and their dependents through contracts underwritten by insurance companies. Employees are provided with a booklet which is intended as a general explanation of the benefits but, it is understood that the Master Insurance Contracts are the governing documents.

The Company reserves the right to select the underwriters of the Plan. However, if the Company is capable of arranging equivalent coverage at the same or better premium rates, a new carrier will be appointed.

(a) The Company agrees to pay 100% of the premium costs for the benefits set forth below.

- (i) Life Insurance - employee - \$50,000
- spouse - \$10,000
- dependent - \$ 5,000
- (ii) Accidental Death and Dismemberment - \$50,000
- (iii) Semi Private Hospital Benefit and Extended Health Care for employees and dependents - \$10.00 single / \$20.00 family deductible.
- (iv) Prescription Drugs - Generic Drugs / Health Card / no deductibles.
- (v) Dental Benefit - for employees and eligible dependents covering Dental 1 and Dental 2 per the current Ontario Dental Fee Schedule including periodontal services and endodontic services and adjusted annually to the current Schedule of Dental Fees. Coverage is provided on an 80/20 basis (employer pays 80%). New employees shall be subject to a one (1) year waiting period before being allowed to participate in the Plan.
- (vi) Vision Care up to \$250 per family member every 24 months.
- (vii) Weekly Indemnity - 66 2/3 of regular weekly rate to the maximum of E.I. benefits for 52 weeks, payable on first day accident and fourth day sickness. Wages received under this benefit are taxable.

- (viii) If an employee is placed on layoff or leave of absence, the Company agrees to pay the premiums for the above noted benefits for the period of temporary layoff as that is defined in Article 10.08.
- (ix) It is understood and agreed that any reductions or rebate in the E.I. premium, which may result from the registration of the weekly indemnity plan with the Commission, will accrue to the Company in return for the increased benefits established.
- (x) Any reductions in Employer Health Tax premiums will not be passed on to the employees provided the benefit remain the same.
- (xi) Eye examinations up to \$110.00 once every 24 months for employees and their dependents.

2. Pension

The Company provides a Pension Plan to which each employee may contribute 7% of their earnings annually to a maximum of \$2,000 effective January 1, 2014 and the Company will match this contribution.

Effective January 1, 1997, participation in this Pension Plan is mandatory for all newly hired employees. However, also effective January 1, 1997 an employee will be able to make a written election to contribute a percentage of earnings ranging from 1% to 7% and the Company will match these contributions on the same basis. (Note that this election may only be made once per calendar year on the anniversary date of the Pension Plan - January 1st).

All current employees must either join or sign a waiver stating they are not interested in joining the Company Pension.

Employees over the age of 65 may elect whether or not to join the Pension Plan.

3. Paid Education Leave Fund

The Company agrees to pay \$0.01 per hour based on all straight time hours worked by employees in the Bargaining Unit commencing May 1, 1996. Such funds are to be paid to the UNIFOR UNION Paid Education Leave Fund, 115 Gordon Baker Road, Toronto, ON M2H 0A8.

4. Doctors Notes

It is agreed that Doctors notes will be paid for by the Company in cases where these notes are requested by the Company and/or its Insurers. Employees must submit an invoice as proof of payment.

5. Long Term Disability Plan

The Company agrees to cooperate with the Union in establishing an LTD plan, the premiums for which will be paid by the employee.

6. Benefit Premiums If On WSIB

The Company agrees for a period of up to two years to pay premiums to provide benefits under the Company's existing benefit plan to employees who are absent from work as a result of any injury suffered at the Company and are receiving income replacement benefits from the WSIB.

7. Benefits Of Part Time Employees

The Company is prepared to offer benefits to those employees that normally work 20 hours per week or more.

8. Retiree Benefit Program

The company agrees to work with the Union in an effort to provide benefits to Mills Motors Buick GMC Limited's retirees.

It is understood that the cost of such benefits would be the total responsibility of the retiree participants and any benefit program will be cost neutral for Mills Motors Buick GMC Limited.

SCHEDULE "E"

EMPLOYEE NEW CAR PURCHASE PLAN

All employees, with one year or more seniority, may purchase one new vehicle per year for their own use at Dealer Cost including Freight and P.D.I. plus \$100.00 for "Ordered Unit" or \$150.00 for "Stock Unit", provided the vehicle is registered in the employee's name or the name of their spouse, and providing the employee agrees that the vehicle will not be sold within one year of purchase.

To make such a purchase, the employee must deal directly with the New Car Department Manager and may not involve a salesperson.

All such sales will be subject to the availability of vehicles and to quotas of vehicles placed on the Dealer by the Manufacturer.

SCHEDULE "F"

LOSS OF DRIVERS LICENSE

In the event an employee loses their license to operate a motor vehicle, the Company will endeavor to accommodate the employee subject to the work available. This schedule shall only apply if the employee advises the Company immediately in the event of the loss of their driver's license.

This provision shall apply on a one time basis only for employees with one or more year's seniority and shall be for a period not to exceed one (1) year.

SCHEDULE "G"

SUBSTANCE ABUSE

Substance Abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment.

Nothing in this statement is to be interpreted or construed as a waiver of management's right to maintain discipline in any case of misconduct which may result or be associated with the use of alcohol and/or drugs.

SCHEDULE "H"

TIME TICKET

Time tickets will be handed to each flat rate employee within one half (½) day after the next day shift starts.

SCHEDULE "I"

DEBITS

Prior to any debit being deducted an explanation will be furnished by the Department Manager or the Shop Foreperson.

Letter of Understanding #1

RULES AND REGULATIONS

During negotiations the Union and the Company discussed the concerns of employees regarding issues of fair and equal treatment of employees.

The Company confirmed its commitment to the fair, consistent and impartial administration of rules and regulations.

Letter of Understanding #2

SCHEDULE A PARAGRAPH 4 (C)

During negotiations the Company expressed its concerns about the potential for abuse of Schedule A paragraph 4 (c). The Union assured the Company that it recognized that this provision is not to be used in such a way as to interfere with the Company's ability to meet customer needs. The Company assured the Union that it would continue to follow its past practice of being flexible in allowing employees to leave provided that it is satisfied that customer needs which may arise can be met.

Letter of Understanding #3

ACCOMMODATION OF DISABLED EMPLOYEES

The Company recognizes its obligation to accommodate employees with disabilities in accordance with the requirements of the Ontario Human Rights Code and the Workplace Safety and Insurance Act. The parties recognize that successful accommodation of the needs of employees with disabilities requires the cooperation of the Company, the Union and the affected employee. The Company is committed to working with the Union and the affected employees to identify and implement appropriate accommodation.

Letter of Understanding #4

MOMENTS OF SILENCE

The parties agree to recognize the following commemoration:

- International Day for the Elimination of Racial Discrimination- March 21
- National Day of Mourning in recognition of workers killed or injured on the job- April 28
- Truth & Reconciliation Day- September 30
- Remembrance Day- November 11
- Elimination of Violence Against Women- December 6

A companywide email shall be sent to recognize the significance of the day and one minute of silence at 11 am will be observed for all events except Remembrance Day which will be two minutes of silence.

Letter of Understanding #5

TEMPORARY EMPLOYEES

In order to avoid disputes regarding the use of temporary employees the parties agree as follows:

1. Temporary employees shall mean:
 - (a) Employees who are hired to replace employees who are absent due to short-term illness or short-term injury or on a leave of absence including pregnancy leave or parental leave, including adoption leave, for the periods allowed under the Employment Standards Act. Any exceptions to the above may be mutually agreed upon by both parties.
 - (b) Employees who are hired to staff a pilot project.
2. For purposes of this Letter of Understanding a pilot project will mean a temporary job or activity undertaken by the Company at the request of General Motors to determine its viability. Such pilot projects shall not be of greater than three months duration. Where the wage rate is other than a rate provided for in the Collective Agreement the rate will be mutually agreed upon by the Company and the Union.
3. The Company will advise the Union in advance in writing of the hiring of any employee as temporary employee. The Company will advise of the reason for the hiring and the expected duration of the temporary employment. The Company will also advise who the temporary employee is replacing or the project for which they have been hired as the case may be.
4. Temporary employees shall not acquire seniority and shall be considered to be probationary employees for the period of their employment. Temporary employees will be covered under the terms of the Collective Agreement subject to the terms of this paragraph 4. Temporary employees will have union dues deducted from the first day of employment subject to the terms of Article 3.
5. In the event that a temporary employee becomes a regular employee they will be credited with their service from their original date of hire for purposes of determining their seniority.

Letter of Understanding #6

PARKING FOR BARGAINING UNIT EMPLOYEES

During the course of negotiations the company and the Union discussed the issue of parking for employees both at its existing facility and its future facility.

The Company confirmed its commitment to:

1. Continue to provide parking under the existing arrangements to employees at the current facility, unless circumstances beyond the control of the Company present this, such as the landlord taking back the property.
2. Provide parking for employees near the new facility on terms and conditions that are consistent with those offered at the existing facility, unless circumstances beyond the control of the Company present this, such as the landlord taking back the property.

Letter of Understanding #7

STAFFING AT NEW FACILITY

During the negotiation of the Collective Agreement the Union expressed a number of concerns relating to the number of hours of work available to employees working on flat rate. The Union in particular expressed concerns about Company staffing plans and the effect of these staffing plans on the working hours available to existing employees. The Company indicated that some variation in working hours is a normal expectation of the service business.

The Company assured the Union of the following:

The Company recognizes the need to maintain an appropriate ratio between the number of hours of work available and the number of flat rate employees to ensure that flat rate employees' incomes are not eroded.

While the Company's facility currently has space for more flat rate employees, hiring of additional flat rate employees will be in response to the growth of the volume of service business recognizing existing flat rate employees interest in not having their income eroded by excess new hires.

The Company will meet with the Union three (3) months prior to moving to a new facility in the Oshawa area and advise the Union of its staffing plans.

Letter of Understanding #8

FAIR DISTRIBUTION OF HOURS

During negotiations, the Union raised a concern about how hours are distributed in the Service Department and the Body Shop. The Company assured the Union that it does not support any form of favouritism. The following process was agreed to in order to address the Unions concerns:

1. The Committee will raise their concern to the appropriate Department Manager in writing.
2. The Department Manager will then gather the information requested by the Union.
3. The Parties will then review all information and make recommendations to correct any discrepancies.

Letter of Understanding #9

COMMUNICATION RULES, REGULATIONS OR POLICIES

The parties recognize that effective communications on matters of significant concern is in the interest of both parties to the Collective Agreement. The Company assures the union that where it intends to make changes in or introduce new rules, regulations or policies, it will advise the Union in advance.

Letter of Understanding #10

GM CERTIFIED PRE-OWNED PROGRAM

All vehicle safeties to be paid as follows:

Cars, EVs and 1500 Series trucks	2.0 hours
Trucks over 1500 Series	3.0 hours
Trucks Dual Wheel and Cube Vans	4.0 hours
US (United States) Safeties	1.2 hours

NB: Yellow sticker “new” units only, over 1500 Series deduct one (1.0) hour

Letter of Understanding #11

COMPUTER PURCHASE AND TRAINING

The parties reached an understanding with respect to Computer Purchase and Training whereby the Company would finance the Hardware for these computers and that the employees would repay the Company through payroll deduction. It was understood and agreed that the Company would be prepared to implement such a program when the appropriate software is available and, also that the Company would pay for the software and any related training costs. The parties also agreed that prior to implementation, discussion and agreement must take place with respect to issues such as Title, what happens when an employee leaves the Company, or any other matter pertaining to this Letter of Understanding

Letter of Understanding #12

STAFFING

During the negotiation of the Collective Agreement the parties discussed issues relating to the guarantee of working hours. The union indicated concerns about the adding of Technicians-Mechanical and Service Advisors to the staff compliment to the point that it negatively effects the earning opportunity of existing Technicians and Service Advisors. The Company indicated its concern that it be able to grow the staff compliment in a responsible way.

In order to deal with these issues the parties agreed that:

1. Where it is the Company's intention to add to the staff compliment of Technicians or Service Advisors the Company will advise the Union in advance and meet with the Union representatives to discuss the addition of staff and the rational for such addition.
2. Where during the life of the Collective Agreement the Union has concerns about Technician or Service Advisor staff levels in the shop, the Company representatives will meet with Union representatives to discuss and attempt to resolve these concerns.

Letter of Understanding #13

Mills Motors Buick GMC Limited Savings Plan

The parties reached an understanding with respect to certain employees who are desirous of setting aside a regular amount of their pay cheque to be payable at quarterly intervals. In this regard, Mills Motors will establish a 'Payroll Deduction' Program whereby employees will be able to designate a specified amount from their regularly distributed pay cheque and which will be payable to the employee on a quarterly basis.

Participation in the 'Payroll Deduction' Program is voluntary and employees must contact their manager in order to participate. The 'Payroll Deduction' Program will include an authorization form to be completed by the employee and thereafter regular deductions to the amount designated by the employee will be made.

Payment will only be made on or about the date of quarterly intervals as determined by Mills Motors Buick GMC Limited.

Any employee who is enrolled and subsequently opts out of the Program and thereafter indicates a desire to re-start the 'Payroll Deduction' Program may only do so at the discretion of Mills Motors Buick GMC Limited

It is further understood that the 'Payroll Deduction' Program will be administered by Mills Motors Buick GMC Limited for the convenience of participating employees and no liability of any manner is assumed or implied by Mills Motors Buick GMC Limited.

Letter of Understanding #14

Re: Employee Accounts Receivable

A recent review of the 'Employee Accounts Receivable' records indicates a situation that requires clarification, and in some cases, correction.

As background, the 'Employee Accounts Receivable' policy was developed a number of years ago to allow Mills Motor Buick GMC Limited employees the ability to purchase vehicle parts and service at a discount. Mills has acknowledged that, in both our Policy and as contained in the Mills Motors Buick GMC Limited – Unifor Union Collective Agreement.

Further, consideration was subsequently provided (IF) an employee experienced difficulty with their repayment. Specifically, the Company will provide 30 days for an employee to settle their account. Once an account is 30 days old, 10 percent will be deducted per pay (10) equal payments to eliminate the outstanding balance. In the event the employee is suddenly unable to work, either temporarily or indefinitely, or quit or retire or laid off, the full amount is to be taken out of the last regular pay cheque and/or supplementary cheques (i.e. vacation pay,etc.) to apply to any outstanding balances.

Recent audit indicates that in some situations the policy has been transformed in a manner that allows and even encourages employees who may not experience repayment difficulties, to secure the parts and/or service and simply sanction the extended payments over 30 days plus 10 equal payments. In this regard an employee will repay the entire amount when the account is at or under Seventy Five dollars (\$75.00).

While employees are encouraged to participate on the 'discount parts and service program', it is unreasonable to expect Mills Motors Buick GMC Limited dealership to carry the cost of the parts and service expense while, as a more general practice, employees take the maximum time for repayment by way of a concession designed for only hardship situations.

Therefore, as a result of the audit and further review, coupled with a desire to continue to allow employees to purchase parts and service at a discount, the following procedures will apply;

- (a) A maximum credit limit of five hundred dollars (\$500.00) will be implemented.
- (b) Employees who do not repay their purchases in the time frame noted must repay the entire balance before any 'further discount' purchases are allowed.

- (c) The 'discount part and service purchase program' is for the use of employees and only for vehicles 'registered in their own name or immediate family members (sons and daughters).

Clarification of this policy is not intended to reduce or eliminate the benefits of the 'discount parts and service purchase program', and rather, is intended to ensure Mills Motors employees fully enjoy the benefits entitled to them in a fair and consistent manner as originally intended.

For those employees who require clarification regarding the status of their "Employee Accounts Receivable" account, they should contact their immediate supervisor.

Letter of Understanding #15

DEFINITION OF POLICY RE: POLICE AND/OR SECURITY CLEARANCE

During the negotiation of the Collective Agreement the Union expressed concerns relating to new or existing work that may require current employees to acquire a Police and/or other Security Clearance.

The Company assured the Union of the following:

1. The Company will adhere to all Provincial and Federal legislation regarding Police and/or Security Clearance as required for the Ontario Workplace, including Privacy and Human Rights legislation.
2. Requirements for employees to acquire a Police and/or other security Clearance, will be based solely on reasonable legal/contractual requirement as defined by the customer and consistent with 1. above.
3. All Police and/or other Security Clearance results will remain either the confidential property of the customer (i.e. as currently established by the Durham Police Contract) or will be processed at Mills Motors Buick GMC Limited in a confidential manner as defined by 1. above. In the event the Police and/or other Security Clearance documents are required to be held/maintained by Mills Motors Buick GMC Limited facility, the document results will be maintained in a safe and confidential manner by a company not directly associated with Mills Motors Buick GMC Limited facility and the results will not be shared with Mills Motors Buick GMC Limited.
4. In the event there are insufficient numbers of qualified employees to meet the requirements of the new or existing work (incl. approved Police and/or other Security Clearance), Mills Motors Buick GMC Limited may require additional new hires.
5. In the event current employees refuse to acquire a Police and/or other Security Clearance to meet the requirements of the new or existing work, as defined above, the employee will maintain their ability to work on other jobs not affected by the Police and/or Security Clearance and if work in other areas is reduced, the provisions of the Current Collective Bargaining Agreement will apply.

Where there are issues between the parties regarding Police and/or other Security Clearance, the Company will meet with the Union in an attempt to determine possible modifications to current practices.

Letter of Understanding #16

CHRISTMAS/NEW YEAR STAFFING

In an effort to provide increased service availability for Mills Motors customers, it is determined to provide service availability during the day before Christmas (known as 'full day before Christmas' under Schedule 'B' -Article 11) and the day before New Years' (known as 'full day before New Years' under Schedule 'B' -Article 11). Scheduling for these days will be determined one (1) month prior to the holiday utilizing the following method and anticipated staffing schedule;

The hours of operation for the Christmas/New Years' period will be consistent with the hours defined in SCHEDULE "A" Article I. Hours of Work.

Where the scheduled 'day before holiday' falls on a day other than the day before Christmas or New Years, it will be staffed to as close as possible to one half (1/2) of the normal shift staffing requirements and the shift end hours will be no later than 6:00PM.

Where the scheduled 'day before holiday' falls on the day before Christmas or New Years, it will be staffed to as close as possible to one half (1/2) of the normal staffing requirements and the shift end hours will be no later than 3:00PM.

Further, the following method will be utilized to staff the shift requirements;

1. All Full-Time staff will be asked to work by seniority (from highest to lowest) for the job descriptions required. If further employees are required, then,
2. All Part-Time staff will be asked to work by seniority (from highest to lowest). If further staff are required, 3. (below) will apply.
3. All remaining staff requirements will be filled by assigning the lowest seniority employees in the required job descriptions.

Staff who work one or more of the 'full day before Christmas/New Years' holidays, will receive the specific Holiday time off at a time mutually agreeable to the employee and management.

This Agreement is in place as of the effective date of ratification, 2025 for eighteen(18) months and shall expire on February, 2027.

Letter of Understanding #17

Clarification of 1500 series

WHEREAS the Employer and the Union are parties to a Collective Agreement (the 'Collective Agreement');

AND WHEREAS on June 21st, 2017 the Union filed a Policy Grievance (Grievance #1) on behalf of the membership for violation of Schedule C, Article 8. (a).

AND WHEREAS the Employer denied violation of Schedule C, Article 8. (a).

AND WHEREAS the Employer and the Union expressed commitment to mutually resolve the matter in the best interest of the Mills Motors Buick GMC Limited, the Unifor Union, Local 222 and the employees

AND WHEREAS the parties wish to fully and finally resolve the issues of contention contained in Grievance #1;

AND NOW THEREFORE, in consideration of the terms and provisions of these Minutes of Settlement, the Employer and the Union hereby agree as follows:

1. Pursuant to Schedule C, Article 8. (a) and (b) of the September 1, 2022 to August 31, 2025 Collective Agreement, an extra \$2.00/hr shall be paid to technicians working on trucks in excess of 1500 series when working on the following:

- Engine related repairs
- Transmission repairs
- Differential repairs
- Suspension repairs
- Brake repairs or maintenance
- Transfer case repairs

An extra \$2.00/hr shall be paid to technicians working on diesel engines, including the exhaust system with a diesel engine.

2. In the Collision centre, work performed from the fender(s) forward on trucks in excess of 1500 series, technicians will be paid an extra \$2.00/hr only, on condition that the insurance provider pays a specialty door rate for that work.

3. In the event the insurance provider refuses to pay the specialty door rate, the technician(s) may continue the assigned work at their current rate of pay as contained in the current Collective Agreement. If the technician(s) elect to decline the work at current rate of pay, Mills Motors Buick GMC Limited maintains the sole option to sublet work to a non Mills Motors Buick GMC Limited Body Shop.
4. These minutes of Settlement shall be in force until next negotiations between the parties scheduled for 2027.
5. These minutes of Settlement are without prejudice or precedence.

Dated this ____ day of _____, 2025.

Signed for Management:

Signed for Union:

Other Memorandum of Agreement Items

The following items were agreed to but are not part of the Collective Agreement:

Parts Department

Someone will be in the parts department by 7:00 a.m. Monday to Friday. The parts cards will be brought to the tower. Work orders to be ready to go by 8:00 a.m.

Service Advisor Meetings

The Company agrees to have meetings with the Service Advisors as required and will keep these meetings to around one hour and dinner will be provided.

Union Management Meetings

The Company agrees to meet with the Union Committee members on a monthly basis.

Direct Deposit

The Company confirms its commitment to introduce effective in June 2008 direct deposit of pay to employees' bank accounts. The normal pay day will be Thursday each week. When, because of holiday schedules, deposits are not to be made on Thursday the Company will advise the Union of arrangements made for the particular week.

Hybrid/Electric Vehicles

The Company is prepared to discuss rates for work on Hybrid/Electric vehicles once it has the information required to allow it to make an informed decision on the issues involved. Until the Company is satisfied that the employee has the training and equipment necessary to allow them to work safely on hybrid/electric vehicles, employees will not be asked to work on such vehicles.