

SIXTH COLLECTIVE AGREEMENT

BETWEEN:

UNIFOR AND ITS LOCAL 4501, hereinafter referred to as the **UNION** of the First Part;

- AND -

ACADIA TOYOTA, of Moncton, NB, or successors, hereinafter referred to as the **EMPLOYER**, of the Second Part.

Effective: **March 1st, 2021** to **February 28th, 2026**

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PREAMBLE

Recognizing common interest in, and dependence of the Employer and employees on the welfare of the Employer's business as a whole, and further recognizing that a relationship of good will and mutual respect between the Employer and the employees can greatly contribute to enhancing the welfare of that business, the parties hereto AGREE AS FOLLOWS:

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is:

- a) to promote and maintain harmonious relationships between the Employer and the employees;
- b) to define wages and conditions of employment;
- c) to provide an amicable and effective method for settling grievances or differences which may arise;
- d) to provide for the conducting of the business under methods which will promote the safety and welfare of employees to the fullest reasonable extent;
- e) to provide for the economical and efficient operation of the Employer's business.

1.02 The Employer and the employees are jointly committed to processes to continuously improve customer satisfaction in all aspects of the Employer's business operation and all agree to support all efforts in that regard.

ARTICLE 2 – RECOGNITION

2.01 The term "employee(s)" as used in this Agreement includes all employees of Acadia Toyota at its facility at 22 Baig Blvd., Moncton, NB employed in all classifications of Service Technicians, Apprentice Service Technicians, Parts Department employees and "Toyota Touch" (Washbay) employees, save and except those working as Managers, Assistant Managers, Supervisors, Shuttle Drivers, Service Advisors, Salespersons, Office Workers and those excluded by the Industrial Relations Act.

2.02 The Employer recognizes UNIFOR and Local 4501, or the Successor of that Organization, properly designated by action in accordance with the Union's constitution, as the sole collective bargaining agent for the employees as stipulated in Article 2.01 above.

ARTICLE 3 – MANAGEMENT

3.01 The Union recognizes that the management of the Employer's business and operations in all respects remains the exclusive right and responsibility of the Employer.

This includes, but is not limited to:

- a) all rights and prerogatives of management which the Employer had prior to the execution of this agreement, including but not limited to:
- b) the right to give direction to employee(s), maintain order, discipline and efficiency;
- c) the right to make, initiate, alter and enforce workplace and employee rules, regulations, policies and practices;
- d) the right to select, hire, train, direct and control the working force and employees;
- e) the right to transfer, assign, promote, demote, classify, reclassify, lay-off and suspend employees;
- f) the right to introduce new and eliminate or change existing equipment, machine, services or processes;
- g) the right to make studies of work loads and institute changes in the work load and job assessments;
- h) the right to plan, direct and control operations;
- i) the right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part;
- j) the right to control productivity;
- k) the right to determine standards, methods and means of production;
- l) the right to determine job content and requirements of any job or classification;
- m) the right to determine the number and type of qualifications of its employees needed by the company at any time;
- n) the right to determine the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked;

- o) the right to maintain or establish standards of quality and quantity to be maintained.

The enumeration of rights above is by way of example and is not a limitation of any of the Employer's rights to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Employer.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01

- a) It is the mutual desire of the Employer and the Union that any complaint by an employee or the Employer be resolved as quickly as possible.
- b) A grievance as defined in paragraph "d)" below can be raised by an employee, the Union or by the Employer.
- c) An employee must present his/her complaint to the manager of his/her department and allow him/her a reasonable opportunity to get it resolved before that complaint can be considered for grievance procedure.
- d) A grievance is an alleged violation of this Agreement. If any such grievance arises, there shall be no stoppage or disruption of work by the employee(s) because of such grievance.
- e) A grievance by the Employer will be introduced at "Step 2" of the procedure.
- f) The grievance of a terminated employee will be introduced at "Step 2" of the procedure.

4.02 A grievance will be dealt with in the following manner:

Step 1: the aggrieved employee(s) will first present the complaint to the manager of his/her department within three (3) working days of the incident or circumstance.

Step 2: if the alleged complaint is not settled within five (5) working days from the time of the initial meeting with the Department Manager, the matter may then be referred as a grievance to the General Manager or his/her representative in writing by the Union. The grievance will include all pertinent details, the relief sought and will be signed by the aggrieved employee(s).

A decision will be given to the Union in writing not later than five (5) working days following receipt of the complete written grievance.

Step 3: If the grievance is not resolved in the above steps, the matter may then be referred to an Arbitration Board within ten (10) working days of the General Manager's decision. The Arbitration Board will consist of three (3) members – one appointed by the Union, one by the Employer, and the third mutually agreed upon by the other two. The third member shall act as Chairperson. Should either party fail to appoint a nominee, he/she shall be appointed at the request of the other party by the Minister of Advanced Education and Labour of the Province of New Brunswick. Should the two appointed members fail to agree upon a third member, he/she shall be appointed by the Minister of Advanced Education and Labour of the Province of New Brunswick. The decision of the majority of the Arbitration Board shall be accepted as the decision of the board. Should there be no majority decision, then the Chairperson's decision becomes the decision of the Board.

- 4.03 The Employer and the Union agree to bear equal shares of any expenses incurred on account of a third member of any Arbitration Board set up as described in Step 3 of Clause 4.02 of the Article.
- 4.04 The function of the Arbitration Board shall be to interpret and apply the provisions of this Agreement insofar as it affects the matter before it. The Arbitrator, however, shall have no authority to extend the duration of the current Agreement, nor to amend, delete, nor modify any provisions herein, or to enlarge its own jurisdiction except upon the mutual consent of the Employer and the Union.
- 4.05 All the above time limits are mandatory unless extended by mutual agreement in writing. Section 73 (3.1) of the Industrial Relations Act does not apply.

ARTICLE 5 – ADMINISTRATION OF DISCIPLINE AND DISCHARGE

- 5.01 No employee will be disciplined or discharged without reasonable grounds or discharged without just cause.
- 5.02 Employee(s) will be notified in writing of the grounds for discipline or discharge and a copy thereof will be given to the Union Representative.
- 5.03 The Employer will provide the employee and a Union representative with a copy of any written warning or adverse report affecting that employee. Any reply by that employee will become part of his/her record. The record of any disciplinary action will not be used against that employee at any time if that employee has no subsequent

written warning or adverse report and has a clear record following the completion of such disciplinary action.

ARTICLE 6 – STRIKES, SLOWDOWNS, LOCKOUTS, ETC.

6.01 During the term of this Agreement, the Union agrees that it will not call, authorize, encourage or support any strike or slowdown by the employees, and the Employer agrees that there will be no lockout.

ARTICLE 7 – SENIORITY

7.01 Seniority of employees within each classification in each department shall be as set out on a seniority list of such employees posted by the Employer within thirty (30) days of the execution of this Agreement subject to Article 7.07. Seniority shall be in the order of the date of last hiring by the Employer. Seniority of new employees whose employment continues beyond the completion of their probationary period (not to exceed six [6] months) will accumulate from the time of hiring.

7.02 A current seniority list will be posted by the Employer in January of each year and employees will present any errors thereon to the Employer for correction within thirty (30) days from the posting.

7.03 Layoffs, recalls and returns to work will be made in accordance with the length of service of employees within each classification of each department, provided, in the reasonable opinion of the Employer, the subject employee(s) and/or the remaining employee(s) has/have the ability, efficiency and qualifications to properly perform the required duties.

7.04 In the event the Employer, in its sole discretion determines that a vacancy within the bargaining unit is to be filled, the Employer will post notice of such position for a minimum of three (3) days.

Such notice will state qualifications and requirements relevant to the position including, nature of the position, required knowledge, education, training and skills as well as the wage or salary rate or range as found in Schedule "A".

The Employer will consider the qualifications, skills and experience of any applicants and where all these factors are relatively equal, seniority with the Employer will be the determining factor.

7.05

- a) New employees shall be on probation for the first 1,040 hours worked. It is recognized that probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the sole opinion of the Employer, acceptable for employment. It is, therefore, recognized that probationary employees may be released at the sole discretion of the Employer during the probationary period without recourse to the grievance and arbitration procedure. Upon completion of the probationary period, seniority shall be effective from the original date of employment.
- b) Following a job posting as provided by Article 7.04, the successful applicant (who is an existing employee) shall be placed in the position for an assessment period for the first 520 hours worked. Conditional on satisfactory service, after the assessment period has been completed, the employee shall be confirmed in the new position. In the event the successful applicant proves unsatisfactory in the position during the assessment period, he/she shall be returned to his/her former position and wage or salary rate without loss of seniority.

7.06 Employees will be considered for any vacant positions in the bargaining unit which the Employer, in its sole discretion, decides to fill. Should a Union employee be promoted outside the bargaining unit, such an employee will retain his/her seniority in the bargaining unit for six (6) months from the date of commencing work in that position.

7.07 Seniority is lost and employment terminated when

- a) an employee quits; or
- b) an employee is discharged and not subsequently reinstated; or
- c) an employee is laid off for nine (9) consecutive months; or
- d) an employee fails to be present for work for more than one (1) work day without notifying the Employer of the reason for his/her absence; or
- e) an employee fails to report for work within two (2) working days of being recalled from layoff; or
- f) an employee is absent from work due to illness for a period exceeding eighteen (18) months.

It is the responsibility of each employee to notify the Employer promptly in writing of any change to his/her address including email address and telephone numbers. If an employee fails to do so, the

Employer is not responsible for the failure of any notice to reach him/her and any notice sent to the employee's address appearing in the Employer's personnel records will be conclusively deemed to have been received by the said employee four (4) working days after it was sent.

- 7.08 Each employee will directly notify his/her Department Manager (or the Employer's Administration Manager or the General Manager in the event his/her Department Manager is absent) early in the day, if he/she is absent during a day that he/she is scheduled to work. A recorded message, voice mail, email or message left with anyone other than those managers does not constitute direct notification.

Failure to provide such direct notification may result in disciplinary action by the Employer.

ARTICLE 8 – UNION SECURITY AND CHECK-OFF

- 8.01 All present members of the Union must, as a condition of continued employment with the Employer, remain members in good standing of the Union provided they remain members of the unit.
- 8.02 All new employees hired by the Employer within the unit must become and remain members in good standing of the union as a condition of continued employment subsequent to a probationary period, being the first 1040 hours worked.
- 8.03 The Employer agrees to deduct from wages of each employee in the bargaining unit, dues and assessments as directed by the union in writing, and to transmit the amounts deducted not later than the 10th day of the month following to the Financial Secretary, Local 4501, UNIFOR, to the address specified by the union, together with the name of the employer and a list of employees on behalf of whom such deductions were made. The Employer will return with the dues cheques(s) the form supplied by the union.
- 8.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising from the application of this Article.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.01 Employees may receive leave of absence without loss of seniority providing such leave of absence has been arranged between the Employer and the Union, and is mutually agreeable to those parties. Such leaves of absence shall be in writing on a form provided by the Employer with a copy for the Employer, Union and employee.

9.02 Provided that at least seven (7) days notice in writing is given by the Union, unpaid leave of absence for legitimate Union business will be granted by the Employer to representatives of the Union if operational requirements permit. No Steward, Union Committee Member or Union Official employed by the Employer may leave his/her regular duties without the permission of his/her Supervisor in order to attend Union business.

ARTICLE 10 – BEREAVEMENT LEAVE

10.01

- a) The Employer shall grant to an employee a leave of absence without pay of up to five (5) consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and to begin not later than the day of the funeral or memorial service.
- b) An employee intending to take a leave of absence under this Article shall (to the extent practicable in the circumstances) advise the Employer of the employee's intention to take leave, the anticipated commencement date of the leave and, subject to Article 10.01, the anticipated duration of the leave.
- c) When death occurs to an employee's parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law, he/she shall receive regular pay for up to three (3) of the five (5) days leave provided by Article 10.01 (a).
- d) When death occurs to an employee's brother-in-law, sister-in-law, aunt or uncle, he/she shall receive regular pay for up to two (2) of the five (5) days leave provided by Article 10.01 (a).
- e) If the employee is notified while at work of the death of a person in a close family relationship with the employee, he/she shall be relieved from duty and paid for the balance of the workday.

ARTICLE 11 – WELFARE

Employees may, at their request, continue group insurance benefits while on maternity, parental, sick leave or workers compensation for greater than 30 days. The Employee must pay 100% of the benefits after 30 days.

11.01 The Employer agrees to pay 50% of the cost of premiums for group insurance benefits for all eligible employees, who will each pay 50% of the cost of the premiums for his/her coverage by payroll deduction, as follows:

- i) Group Life Insurance and Accidental Death & Dismemberment Insurance for the employee. The full cost of (optional) Dependent Life Insurance coverage will be paid by the employee;
- ii) Extended Health coverage for the employee and his/her family;
- iii) Dental Insurance coverage for the employee and his/her family.

11.02 The full cost of (mandatory) Long-Term Disability coverage will be paid by each eligible employee by payroll deduction.

11.03 Any further amendments to these benefits will be subject to consultation recognizing that the insured group includes both Union and non-Union employees of the Employer.

11.04 Employees will receive four (4) paid personal days per calendar year.

Paid personal days shall be pro-rated for new hires, leaves of absence or should they leave the employment of the company before the end of the calendar year.

Should an employee exceed their paid personal days and continue to be absent for work, the employer may require medical documentation if such absence is sick related.

Effective 2024 – Employees will receive five (5) paid personal days per calendar year.

ARTICLE 12 – ENCOURAGED SAVINGS (RRSP)

12.01 The Employer agrees to use its best efforts to establish a Registered/Retirement Savings Plan (RRSP) purchased by payroll deduction program and provide information and administration of payroll deductions for employees who wish to participate in the plan. Employees who wish to have deductions made from their pay for these plans will complete and sign the required paperwork. Minimum deductions may be required by the plan provider and all contributions to the plan will be made by employee(s) only. The Employer will not contribute to the plan.

ARTICLE 13 – GENERAL TERMS

13.01 The Employer's Management will continue to make and enforce reasonable working terms, Policies and procedures, including Standard Operating Procedures, not in conflict with the terms of this Agreement. The employees will be notified of any new terms,

policies or procedures and any changes to those terms, policies and procedures.

- 13.02 The Employees and the Employer will co-operate and work to promote punctuality at work, to reduce or eliminate absenteeism, and to achieve complete observance of the terms and conditions of this Agreement, as well as the terms, policies and procedures referred to in Paragraph 13.01.
- 13.03 The Employer will provide a notice board for the use of Employer and Employees, providing always that all notices or information will have management's approval before being posted.
- 13.04 The Employer will provide two (2) paid fifteen (15) minute rest periods to the Employees, one during each morning and afternoon shift. Such rest periods will be taken on the Employer's premises and may be staggered and scheduled to meet the Employer's operating requirements. The Employees acknowledge the Employer's requirement that food is to be consumed only in the "Brake Room" unless another area is designated by Management. The Employer will also stagger and schedule lunch breaks to meet the Employer's operating requirements.
- 13.05
- a) The Employer and Employees agree to share the cost of the supply and weekly cleaning of a maximum of either five (5) coveralls and/or five (5) uniforms (consisting of shirts and pants) with the Employee paying 25% of the cost by payroll deduction, and the Employer paying 75% of the cost. In addition, the Employer will provide each Employee with two company caps per year at no cost, which will be part of that Employee's uniform. The coveralls or uniforms provided will have management's prior approval.
 - b) Each employee is entitled to a boot allowance once in each calendar year in the amount of \$175 + taxes. To claim such allowance, an Employee must present an acceptable personal receipt dated in the same year, for the purchase of a pair of work boots acceptable to the employer. Any unclaimed boot allowance or portion thereof may be carried over to the following calendar year only.
 - c) Each Service Technician and Apprentice is entitled to a work tool allowance once in each calendar year in the amount of \$275/year. To claim such an allowance, a qualified Technician or Apprentice must present an acceptable personal receipt dated in the same year, for the purchase of a work tool acceptable to the Employer. Any unclaimed tool allowance will not carry over to a subsequent year.
- 13.06 All service work on Employee's vehicle(s) and Parts department purchases by Employees will have management's prior approval.

- a) Service work on Employees vehicle(s) will be priced at fifty percent (50%) of the "customer pay" rate, providing it is paid for in full within fifteen (15) days of completion of the work, otherwise the "customer pay" rate will apply.
- b) Parts department purchases by Employees will be priced at the Dealer's cost, as invoiced by the distributor, plus fifteen per cent (15%), providing such purchases are paid for in full within fifteen (15) days of receiving same, otherwise the retail price will apply.

Employee's vehicle(s) in this Article means only those vehicle(s) with NB Motor Vehicle registration in the name of the particular Employee and those in the name of another person with whom he/she co-habits. The maximum number of "Employee vehicle(s)" per household is three (3).

- 13.07 The Employees are responsible for keeping their work areas and bays clean and tidy; each Employee will restore tools and equipment to their designated location after use, and each Employee will work with Management on implementation, following and improving the provisions of the Employer's Standard Operating Procedures.
- 13.08 The Employees and the Employer share mutual responsibility for maintaining the washroom facilities and the "Brake Room" and appliances in a neat and clean condition.
- 13.09 The Employees will prepare for, participate in and successfully complete all training courses, programs and tests designed to improve and/or measure the Employees' diagnostic, repair, or other job-related skills, at the request of the Employer. Such training, programs and tests will often be held at times determined by the provider, but where the Employer has scheduling options, they will be held at times agreeable to both the Employer and the particular Employee(s), some of which will be on the Employee(s) own time.
 - Employee travel time will be paid excluding New Brunswick Community College's Automotive Service Technician program courses.

Such training courses, programs and tests will, at the Employer's discretion, include those offered by:

- "Toyota Touch" training provided through Toyota Canada Inc and/or the Walker Group
- New Brunswick Community College's Automotive Service Technician program courses
- Toyota University's Parts Advisor training
- Toyota University's "TECSMART" program courses
- Canadian Automotive Repair and Service's "CARS Institute" courses
- National Institute for Automotive Service Excellence ("ASE")

Employees will be paid for all online training they complete at work or at home based on Toyota Tecsmart allocated times.

- 13.10 No Employee will solicit or undertake work outside the Employer's operation and premises that could be construed as being competitive with the Employer's operation. Any Employee who does not comply with this "non-compete" provision will be subject to immediate discipline including termination without notice.
- 13.11 No tool(s), inventory, supplies, scrap material(s) or other property of any nature belonging to a customer or to the Employer or to any third party is to be removed from the Employer's premises except as directed by the Employer and necessary in the course of the Employee's employment. When an Employee's employment requires such removal, prior permission will be obtained from the Employee's department Manager and failure to do so will result in disciplinary action, possibly including termination of employment without notice.
- 13.12
- a) The Employer will provide adequate insurance coverage for employee(s) engaged in operating vehicle(s) owned by either clients or the Employer in the performance of their duties. The premium for such insurance will be paid for by the Employer.
 - b) Should an Employee be involved in a motor vehicle accident while operating a vehicle owned by either clients or the Employer in the performance of his/her duties, the following criteria will apply regarding the payment of insurance deductibles:
 - (i) the Employee will not bear the cost of any of the deductible if it is established to the satisfaction of the Employer that he/she was unable to prevent the accident;
 - (ii) an Employee whose driving record has been accident free for the previous five (5) years and who is deemed responsible for committing a traffic violation and is involved in a motor vehicle accident, will pay fifty percent (50%) of the Employer's insurance deductible (presently \$2500.).
 - (iii) an Employee who is deemed responsible for committing a second or subsequent traffic violation and is involved in a second or subsequent motor vehicle accident within a five (5) year period, will pay one hundred per cent (100%) of the Employer's insurance deductible (presently \$2500.) and such Employee will, in the sole discretion of the Employer, be subject to immediate dismissal without notice.

- (iv) if it is established by the insurer that an Employee is responsible for causing an "at fault" motor vehicle accident, that Employee will pay fifty percent (50%) of the Employer's insurance deductible (presently \$2500.) and such Employee will, in the sole discretion of the Employer, be subject to immediate dismissal without notice, in the event he is responsible for a subsequent motor vehicle accident within five (5) years of the previous accident.

c) The Employees will provide to the Employer:

- (i) at the Employer's request his/her current valid NB Driver's License during March and October each year to be photocopied and the copy placed in his/her personnel file
- (ii) immediate notification of his/her Driver's License suspension and failure to do so may, in the sole discretion of the Employer, result in immediate dismissal without notice.

13.13 Except in situations of business closure due to weather conditions or other circumstances beyond the control of the Employer, the Employer will provide a minimum of an initial two (2) days notice of layoff. The Employee(s) receiving such notice will then work on a day-to-day notice basis, until he/she completes three (3) full weeks of continuous employment. Following completion of three (3) full weeks employment, a further initial two (2) working days notice will be required.

13.14 The Employer and Employees will each abide by all applicable Canadian, New Brunswick and City of Moncton laws, regulations, by-laws and codes of practice, including but not limited to:

- the NB Days of Rest Act
- the NB Employment Standards Act
- the NB Human Rights Act
- the NB Occupational Health and Safety Act environment protection legislation

13.15 The Union representatives will assist the Employer's Managers in their efforts to improve Employee communication, co-operation, consideration, productivity and professionalism including implementation of this Collective Agreement, efforts to improve efficiency and productivity in the workplace, implementing operating procedures, training, efforts to improve clients satisfaction, parts, service and Toyota Touch marketing and selling standards.

ARTICLE 14 – HEALTH, SAFETY AND ENVIRONMENT

14.01

- a) The Employer and the Employees will co-operate to the fullest possible extent to reasonably promote a safe and healthy work environment.
- b) Each year on April 28 at 11:00 am, work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.
- c) the Employer's "Safety Committee" pursuant to the NB Occupational Health and Safety Act will at all times have at least one member of the bargaining unit among its membership.

ARTICLE 15 – BARGAINING UNIT WORK AND NO CONTRACTING OUT OF WORK

15.01 No person outside the bargaining unit will be permitted to perform work normally performed by members of the bargaining unit beyond what is the present practice, which includes the following:

- a) in emergencies where employees who are familiar with the work are not available
- b) in the process of developing or improving a work process
- c) instruction or training of employees, apprentices and/or students
- d) urgently required to ensure client satisfaction

15.02 The Employer has the right to appoint one or more Assistant Manager(s) in each department who will not be member(s) of the bargaining unit.

ARTICLE 16 – HOURS OF WORK

16.01

- a) The regularly scheduled hours of work for all employees shall be not more than forty-four (44) hours per week.
- b) All Employees will attend and participate in meetings organized and presented by the Employer which will be scheduled at the end of the working day, outside regularly scheduled hours of work. Such meetings will be scheduled at least 30 days in advance and will last no more than 1½ (one and one half) hours. Each employee in attendance will be paid one (1) hour straight time and will contribute up to a half hour of his/her own time without pay. The Employer will

schedule no more than eight (8) such meetings each year and agrees to provide a meal for the Employees at each such meeting.

- c) Any Employee who has not been notified there is no work available for him/her due to unforeseen adverse weather conditions or other unplanned events, and has reported for work, will be paid at least 3 hours pay at his/her regular rate. The Employer may assign work to such Employees at its discretion.

16.02

- a) The Employer has the right to stagger Saturday shifts which may be in addition to the Employee's regularly scheduled week. Employees will be paid a minimum of hours present on Saturdays.
- b) The Employer also has the right to schedule the Employees for no more than one Acadia Toyota's New Owner Clinic per month.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01

- a) An Employee, who has successfully completed his/her period of probation or 90 calendar days whichever comes first, who is not on layoff, and who has worked both his/her last scheduled shift prior to the holiday and his/her shift scheduled following the holiday will be paid his/her regular pay, for each of the "prescribed days of rest" itemized in section 1 of the NB Days of Rest Act and reproduced on Schedule "C".

ARTICLE 18 – VACATION

18.01 The Employees are entitled to annual vacation with pay, calculated as follows:

- a) Less than one year employment = four percent (4%) of earnings
- b) One (1) year to conclusion of five (5) years employment = two (2) weeks with four percent (4%) of earnings
- c) Beginning of six (6) years to conclusion of fifteen (15) years employment. = three (3) weeks with six percent (6%) of earnings
- d) Beginning of sixteen (16) years employment. = four (4) weeks with eight percent (8%) of earnings

- 18.02 Employee vacations will be scheduled on the basis of seniority, but requests will be approved in a manner that will not unduly interfere with the Employer's business operation. The Employer reserves the right to approve a limited number of employee(s) per job classification and per operating department in one-week blocks at any one time. Employees will apply for scheduled vacation dates not later than March 15th of each year, and they will be notified not later than March 31st of dates allotted to them.
- 18.03 When a statutory holiday falls within an Employee's vacation period, such Employee will be granted either an extra day vacation or an extra day's pay, at the option of the said Employee.
- 18.04 Employees will not take more than two (2) consecutive weeks vacation between June 1st and September 30th unless unusual circumstances result in extraordinary approval by the Employer. All vacation days not taken in succession will require prior approval of management and cannot be scheduled in accordance with Article 18.02.
- 18.05 An Employee becomes eligible for increased vacation entitlement at the anniversary date of his/her last hiring by the Employer.

ARTICLE 19 – DURATION OF AGREEMENT

This Collective Agreement is in effect from March 1st, 2021 to February 28th, 2026 inclusive, and shall thereafter continue for a further period of one year unless within sixty (60) days but before thirty (30) days prior to the expiration date, either party gives written notice to the other party that it desires revision or termination of the Agreement at its expiration date.

ARTICLE 20 – CLASSIFICATIONS AND PAY RATES

20.01

- a) Schedule "A" to this Agreement contains the Employee classification and pay rates during the term of this Agreement.
- b) SERVICE Technician I, SERVICE Technician II, and SERVICE Technician III Classifications may be paid either "straight time" or "Flat Rate per hour" as determined by the Employer with such determination made only once every 12 months.
- c) Any employment incentive offered to any Employee will be made available equally to each individual employee within the same Classification in that operating Department.

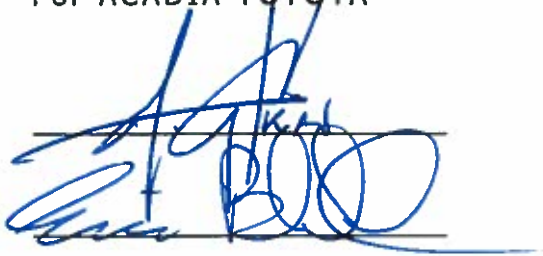
- d) Employees will receive retroactive pay equivalent to a 2.25% increase on their pay rates effective February 28th, 2021 until date of ratification and an additional 3.00% on their pay rates effective March 7th, 2022 until date of ratification.

ARTICLE 21 – LETTER(S) OF UNDERSTANDING

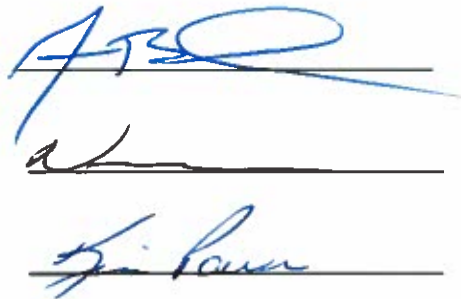
The contents of any attached Letter(s) of Understanding signed by the parties to this Agreement form part of this Agreement.

Signed at Moncton, NB, this 20th day of July, 2022.

For ACADIA TOYOTA



For UNIFOR and its LOCAL 4501



SCHEDULE "A"**Classifications and Pay Rates**

		March 1, 2021	March 7, 2022	March 6, 2023	March 4, 2024	March 3, 2025
Technicians	Current Pay Rate	2.25%	3.00%	3.00%	3.00%	3.00%
Service Technician I (per Hr or FRH)	\$26.81	27.41	28.24	29.08	29.95	30.85
Service Technician II (per Hr or FRH)	\$22.60	23.11	23.80	24.52	25.25	26.01
Service Technician III (per Hr or FRH)	\$21.63	22.12	22.78	23.46	24.17	24.89
Parts						
Parts Advisor Specialist (per Hr)	\$21.00	21.47	22.12	22.78	23.46	24.17
Parts Advisor I (per Hr)	\$18.61	19.03	19.60	20.19	20.79	21.42
Parts Advisor II (per Hr)	\$16.81	17.19	17.70	18.23	18.78	19.35
Parts Advisor III (per Hr)	\$15.00	15.34	15.80	16.27	16.76	17.26
Toyota Touch						
Toyota Touch Detailer - Specialist (per Hr)	\$18.01	18.42	18.97	19.54	20.12	20.73
Toyota Touch Detailer I (per Hr)	\$16.81	17.19	17.70	18.23	18.78	19.35
Toyota Touch Detailer II (per Hr)	\$14.41	14.73	15.18	15.63	16.10	16.58
Toyota Touch Detailer III (per Hr)	\$12.69	12.94	*14.16	14.59	15.02	15.48

Probationary Rates are 10% below the above rates

Note all of the above rates have been calculated with the percentages noted in the chart above with the exception of Toyota Touch Detailer III. The rate in effect for *March 7, 2022 takes into consideration the NB increases for minimum wage.

Service Technician

A Service Technician that achieves "Toyota MASTER Technician" requirements and certification (Step III) will receive an additional \$1.00 per hour above the Service Technician rate.

Parts Advisor

A Parts Advisor III will advance to Parts Advisor II after 12 months of work. A Parts Advisor II will advance to Parts Advisor I after 12 months of work. A Parts Advisor I will advance to Parts Advisor Specialist after 5 years of work.

Detailer

A TT Detailer III will advance to TT Detailer II after 12 months of work. A TT Detailer II will advance to TT Detailer I after 12 months of work. A TT Detailer I will advance to TT Detailer Specialist after 5 years of work.

SERVICE TECHNICIAN CLASSIFICATION NOTES

- | | |
|------------------------|--|
| Service Technician I | - requires successful completion of Toyota's Techsmart "Toyota PRO Technician" requirements and certification (Step II), or equivalent as determined by the Employer |
| Service Technician II | - requires successful completion of Toyota's Techsmart "Toyota Technician" requirements and certification (Step I), or equivalent as determined by the Employer |
| Service Technician III | - requires successful completion of Service Technician apprenticeship program and have received their license., or equivalent as determined by the Employer. |

FLAT RATE SYSTEM

Notwithstanding the provisions of this Agreement, a Flat-rate System for payment of wages will be in effect for Service Technicians during the term of this Agreement. Under the Flat-rate System, Service Technicians shall be guaranteed thirty-two (32) hours per week.

The weekly guarantee shall be reduced by an employee's normal scheduled hours for each statutory holiday and/or day missed due to illness or injury which occurs in a week.

Payment for statutory holidays and/or sick leave under the provisions of this Collective Agreement shall be on the basis of their normal scheduled hours per day and the payment and method of payment shall not be affected by the implementation of the Flat-rate System.

SCHEDULE "B"

Service Technician Apprentice Scale based on hours as follows:

Establish rate of pay for Apprentice(s) on the following percentage of the average of the hourly rates for "journeyperson" (licensed) SERVICE Technician Classifications I, II, III as contained in Schedule "A".

Total	-	7,200 hours	
1	-	900 hours	50%
901	-	1,800 hours	55%
1,801	-	2,700 hours	60%
2,701	-	3,600 hours	65%
3,601	-	4,500 hours	70%
4,501	-	5,400 hours	75%
5,401	-	6,300 hours	80%
6,301	-	7,200 hours	85%

The Apprentice(s), upon receipt of his/her license, will move to the Service Technician III rate.

Apprentices are required to attend college when scheduled in order to finish their program levels in a timely fashion based on the number of hours worked and subject to the Employer's work scheduling requirements. The successful completion of all levels of the apprenticeship program is mandatory. A copy of course marks are to be provided to the Service Manager upon completion of each course level.

SCHEDULE "C"

STATUTORY HOLIDAYS

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

New Brunswick Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Letter of Understanding 1

The employer will prepare job postings for positions of Parts Advisors Specialist and TT Detailer Specialist and review such postings which may be amended from time to time with the Union.

Letter of Understanding 2

The employer will provide the Union with at least 14 days written notice of any reasonable changes to flat rate times including menu items.

Letter of Understanding 3

The Employer agrees to explore bonus and incentive systems with bargaining unit input. Employer will provide 14 days' notice of any change to such programs.

Letter of Understanding 4

Increase labour times for oversized tires to 1.2.

Letter of Understanding 5

Employer to provide staff person to be responsible to ensure Techs receive printout of labour times each day.