

COLLECTIVE AGREEMENT

BETWEEN

Unifor

LOCAL 414

AND

**CAA TRAVEL (SOUTH CENTRAL ONTARIO) INC.
And CAA SERVICES (SOUTH CENTRAL ONTARIO) INC.
ST. THOMAS/SIMCOE, ONTARIO**

**EFFECTIVE DATE : JUNE 1, 2018
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COLLECTIVE AGREEMENT

Between:

**CAA TRAVEL (SOUTH CENTRAL ONTARIO) INC.
And CAA SERVICES (SOUTH CENTRAL ONTARIO) INC.**

(hereinafter called the "Employer")

OF THE FIRST PART

AND

**Unifor
LOCAL 414
ST. THOMAS/SIMCOE, ONTARIO**

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - INTENT AND PURPOSE AND DEFINITION

- 1.01 Employer and the Union each agree that the purpose and the intent of this Agreement is to promote co-operation and harmony; to recognize mutual interests; to provide for quality and quantity of service to clients, members and the public; to increase productivity; to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Agreement; to promote efficiency and service; and to set forth those working conditions which have been negotiated.
- 1.02 In this Agreement,
- (a) "Discipline" means a written reprimand, suspension or discharge.
 - (b) "Employee" means a person employed by the Employer and represented by the Union as set out in Article 2.1.
 - (c) "Grievance" shall mean a dispute concerning the Discipline of an Employee other than a Probationary or Temporary Employee, or a dispute arising from the interpretation, application, administration or alleged violation of this Agreement.
 - (d) "Leave of Absence" shall mean an absence from work requested by an Employee in writing and consented to by the Employer in accordance with Article 10.
 - (e) "Permanent Employee" means a Permanent Full-time Employee or a Permanent Part-time Employee.
 - (f) "Permanent Full-time Employee" means an Employee who has successfully completed his probationary period and who works on a regular basis for thirty seven and one half (37.5) or more hours a week and who is not a Permanent Part-time Employee or a Temporary Employee.
 - (g) "Permanent Part-time Employee" means an Employee who successfully completed his probationary period and who works on a regular basis for less than 24 hours per week however may work 37.5 hours per week for a maximum of six weeks during peak business periods (April 15th to September 15th in the case of part-time Member Services Consultant, and during the period of October 15th to March 15th in the case of part-time Travel Consultants) or during approved leaves of absences of ninety (90) days or less, or during sick leaves of ninety (90) days or less, or during vacation leave of other employees, or during the training days of other employees and who is not a

Temporary Employee.

In the event a Permanent Part-Time Employee is replacing a Permanent Full Time Employee for a period of six (6) months or more, they will receive benefits under Article 15 – Health and Sick Leave Benefits (excluding Short Term and/or Long Term Benefits).

- (h) "Probationary Employee" means an Employee who has not successfully completed his probationary period.
- (i) "Strike" and "Lockout" shall have the same meaning given those words in the Ontario Labour Relations Act, R.S.O. 1990, L.2, as amended
- (j) "Temporary Employee" means an Employee who is hired or has been hired to work on a fixed term basis regardless of how many hours the Employee works per week.

1.03 Where the masculine gender is used throughout this Agreement, it is understood to include the female gender.

1.04 Where the singular is used throughout this Agreement, it is understood to include the plural.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive representative and sole bargaining agent for all Employees of CAA South Central Ontario and CAA Travel Agency Ltd. at the St. Thomas, Ontario and Simcoe, Ontario stores, save and except Manager, Co-ordinator, Head Bookkeeper, persons above the rank of Manager, Co-ordinator and Head Bookkeeper. This Agreement is entered into on behalf of the Employees outlined above.

ARTICLE 3 - UNION DUES

3.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on a form supplied by the Union to the Company.

The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

All Union dues will be deducted by the second pay period of the month. All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary no later than the 15th of the following month along with a list of names and the amount of each deduction. A copy will be supplied to the Chairperson.

The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

- 3.02 No terms of this Agreement shall apply to employees who work no more than one scheduled shift per week of no more than 8.5 hours.
- 3.03 Employees excluded from the bargaining unit shall not regularly perform the work of employees except when:
- (a) The Employer deems it necessary to troubleshoot and to meet the demands of customer service.
 - (b) Instruction or training is necessary or coverage is needed for breaks, lunches and due to scheduled vacation time, sickness or other absences.
 - (c) Employees are not available in an emergency situation or due to staffing shortages.
- 3.04 The Employer agrees during the term of this Agreement to deduct in accordance with authorizations provided pursuant to this Agreement monthly Union dues and the Union's initiation fee, as certified by the Union to be currently in effect according to the constitution and by-laws of the Union, from the wages of each Employee and to remit such monies so deducted to the office of Unifor Local 414, 274 Alliance Road, Unit 1, Milton, Ontario L9T 2V2 within 15 days following the month after which the deductions were made along with a list of the Employees from whom the money was deducted.
- 3.05 The Union will certify to and notify the Employer in writing of any change in the monthly Union dues and the Union's initiation fee and the Employer will within 30 days of such certification and notification commence deductions as provided for above in the new amount.
- 3.06 The Union will certify to and notify the Employer in writing of any arrears in monthly Union dues and the Union's initiation fee and the Employer will within

30 days of such notice commence deductions as provided for above in the amounts described by the Union in such written certification and notification and forward such monies so deducted to the Union along with the monthly Union dues. The notice of arrears served on the Employer by the Union shall describe deductions of not more than the equivalent of one month's monthly Union dues for that Employee.

- 3.07 T-4 slips issued annually to Employees shall show deductions made for Union dues.
- 3.08 The Union agrees to hold the Employer harmless against all claims, demands, and expenses should any person, at any time, contend or claim that the Employer has acted without authorization, inaccurately, wrongfully or illegally in deducting or remitting Union dues and the Union's initiation fee.
- 3.09 The Employer and Union agree that neither party to this Agreement shall enter into any agreement or contract with the Employees regarding work regularly done by the Employees which conflicts with the terms of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union agrees that all rights and prerogatives of management are retained by the Employer and remain exclusively the function of the Employer and, without limiting the generality of the foregoing, the Employer's rights include:
- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce rules, regulations, policies and practices to be obeyed by the Employees; to discipline the Employees for just cause;
 - (b) the right: to select, hire, retain and control the work force and Employees; to determine the qualifications necessary for the work, to determine who is qualified for the work; to transfer, assign, promote, demote, classify, lay-off, recall and suspend Employees; to determine the number of Employees to be hired; to determine the amount and form of compensation for Employees; to plan, direct and control operations; to select, hire, and retain Employees for positions excluded from the bargaining unit and to transfer Employees into and out of the bargaining unit.
 - (c) the right: to operate and maintain operations in order to satisfy its commitments and responsibilities; to determine the location of operations and their expansion or curtailment; to direct the workforce;

to schedule operations; to establish, change or modify the number of shifts; to schedule vacations; to establish, maintain or modify the methods, processes and means of operation, job content, quality and quantity standards; to use new or improved methods and equipment; to decide on the number of Employees needed at any time, the number of hours and shifts to be worked, starting and quitting times; to expand, reduce, alter, combine, transfer, assign or cease any work; to determine the number, location and operation of departments, divisions, and all other units of the Employer, and generally, to manage its activities without interference as the sole and exclusive right of the Employer, and

- (d) the sole and exclusive jurisdiction over all operations, buildings, equipment and Employees shall be vested in the Employer.

4.02 The Employer agrees that it will not exercise the foregoing rights, contrary to the express provisions of this Agreement. In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the express provisions of this Agreement, the matter may be made the subject of a Grievance.

ARTICLE 5 - STEWARDS

- 5.01 (a) The Company acknowledges the right of the Union to elect or appoint from the Union members of the Company, a unit committee composed of two (2) members; one (1) from St. Thomas and one (1) from Simcoe. One (1) member of the committee should be designated as the Chairperson and the Company will recognize the said committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of this agreement.
- (i) an alternate committee person shall be allowed to act when any of the regular committee persons are absent.
- (b) The Chairperson of the negotiating committee shall be permitted to investigate appeals, including the investigation of the circumstances in connection with the original grievance as lodged.
 - (c) Committee persons will be allowed to consult with the chairperson of the unit committee regarding a grievance.
 - (d) A National Representative(s) and/or local Union representative(s) may be present and participate in any meetings between the unit committee and the Company.

- 5.02 The Union agrees to supply the Company with the names of the chairperson and committee persons and to keep such list up to date at all times.
- 5.03 The Union and members of the Union shall not on Company time, conduct union activities, except as in this agreement expressly provided, nor shall union meetings of any kind be held at any time on the company premises without the prior consent of the Company. The Union agrees that no Union official, member or representative other than an employee, shall have access to the property or premises of the Company without the express consent of the Company, but such consent will not be unreasonably withheld. It is agreed such access shall not interfere with the Company's operations.
- 5.04 The Union recognizes that members of the unit committee have regular duties to perform in connection with their employment and such members will not leave their regular duties before obtaining permission from their manager. In addition, the Union recognizes that all other members of the bargaining unit have regular duties to perform in connection with their employment, and such members will not leave their regular duties for the purpose of consulting with members of the union committee before obtaining permission of their manager. Such permission shall not be unreasonably withheld and, in accordance with their understanding, the Company will endeavour to process grievances Monday through Friday between the hours of 9:00 am to 5:00 pm.
- 5.05 A Steward will be paid his straight time day work hourly rate exclusive of any overtime, premium or commission for the time spent processing Grievances during his regularly scheduled working hours on the particular day; provided he has complied with the requirements of this Article 5.
- 5.06 Grievances shall not be investigated or processed while the Employees and Stewards involved are working overtime.
- 5.07 There will be no abuse or excessive use by employees or Stewards of time spent investigating or processing Grievances.
- 5.08 Union Staff Representatives and Stewards will have reasonable access in the presence of management representatives to specific relevant time records for the purpose of processing a specific Grievance or dispute.
- 5.09 In the event of a suspension or discharge of a Steward, the Employer shall in every case immediately notify the Union in writing. In the event of a suspension or discharge of any Employee, the Employer shall in every case immediately notify the Union in writing.
- 5.10 No Employee who is not a Union Steward, shall undertake to represent the Union at meetings with the Employer without proper authorization from the

Union.

- 5.11 The Employer agrees to notify the Staff Representative on the abolition of any position.
- 5.12 The Union Bargaining Committee shall be comprised of one (1) bargaining unit employee from St. Thomas and one (1) bargaining unit employee from Simcoe along with the Staff Representative of the Union.
- 5.13 The Union bargaining committee shall, upon two (2) weeks notice, in writing, be allowed mutually agreed upon time off work as needed, without pay, in the month preceding the month in which the contract expires, and in the month following ratification of a Memorandum of Agreement.
- 5.14 Permission will be granted for balloting on Company premises for election of committee persons and local elections at times mutually agreed upon by the parties.
- 5.15 Conferences between the Company representatives and the committee for discussion of matters other than grievances shall be called when agreed upon. Matters proposed to be discussed at any such conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party not less than one (1) week before the time for which the conference is arranged. A National Representative and/or Local Union Representative may be present at such conference. Committee persons will not lose pay while attending such conferences if held in regular working hours.
- 5.16 The Company shall continue to pay the salary of employees for the union activities indicated in this article and will bill the union for the amounts not covered by the collective agreement. Human Resources must be copied on all approved requests, so that billing can occur.

ARTICLE 6 – DISCRIMINATION

- 6.01 The Employer and Union agree to abide by the provisions of the Ontario Human Rights Code.
- 6.02 No person shall be refused employment by the Employer, or refused representation by the Union or in any manner be discriminated against, coerced, restrained or influenced, on account of membership or non-membership in any labour organization.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Grievance and arbitration procedures are among the most important matters in the successful administration of this Agreement. The Employer and Union therefore agree that the specifically designated Grievance and arbitration procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be used by the grievor for the prompt disposition, decision and final settlement, without work stoppage, of a Grievance and the specifically designated Grievance and arbitration procedure shall be properly followed.

7.02 A Temporary or Probationary Employee shall not be entitled to make any use of the Grievance or arbitration procedures. In particular, discipline imposed by the employer in respect of any Temporary or Probationary Employee shall not be the subject of a Grievance or arbitration. The word "Employee" used in this Article shall mean Permanent Employee. The Union may grieve on behalf of the Probationary or Temporary Employee with respect to the issue of wages.

7.03 The Employer shall be under no obligation to consider or process any Grievance unless such Grievance has been presented to the Employer in writing at Step 1 of the Grievance procedure within five (5) working days from the time the circumstances upon which the Grievance is based were known or should have been known by the grievor.

However, if the Employer does consider or process a Grievance which has been presented late, the Employer shall not be estopped or precluded at any stage from taking the position that the Grievance is late and not arbitrable.

7.04 No Employee shall have a Grievance until he has discussed his complaint with his immediate supervisor/manager. If the immediate supervisor/manager does not promptly settle the matter to the Employee's satisfaction, the Grievance shall be processed as follows:

STEP 1

An Employee's Grievance must be submitted in writing by the Employee to the immediate supervisor/manager within five (5) working days from the time the circumstances upon which the Grievance is based were known or should have been known by the Employee.

The Grievance in writing referred to above shall be signed by the Employee and shall specifically identify:

- (a) the facts giving rise to the Grievance;
- (b) the section or sections of the Agreement claimed to be violated; and
- (c) the relief requested.

The immediate supervisor/manager will give his answer by the end of the fifth (5th) working day following receipt of the written Grievance, and the giving of such answer will terminate Step 1.

STEP 2

If the Grievance is not settled at Step 1, the Steward may present the Grievance to the District Manager or designate within five (5) working days after the termination of Step 1 and a meeting will be arranged at a mutually agreeable time to review and discuss the Grievance.

Such meeting will take place within five (5) working days from the date the Grievance is received by the District Manager or designate or at such other time as mutually agreed upon between the Employer and Union.

The District Manager or designate may invite representatives of Management to be present at such meeting.

The grievor must be represented by a Union Steward or a Union Staff Representative or both. The grievor shall be present if his presence is required by either party.

A decision shall be rendered by the District Manager or designate within five (5) working days from the date of such meeting and the rendering of such decision will terminate Step 2.

STEP 3

If the Grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the CHRO or designate who shall within five (5) working days, or such later date as is mutually agreed, hold a grievance meeting in a final attempt to resolve the grievance. The Union Steward of the Union and the Grievor may be present at this meeting if requested by either party. The CHRO or designate shall within a further five (5) working days give his/her decision in writing, to the Union.

In the event that the Grievance is not settled at Step 3, the Union may request arbitration of the Grievance by giving notice in writing to the other party within fifteen (15) working days, or such other time as is mutually agreed between the Union representative and the Company representative or his designate from the delivery of the decision at Step 3, but not thereafter.

If a request for arbitration is not given with such fifteen (15) working day period, the decision at Step 3 shall be final and binding upon both parties to the Agreement and upon any Employee involved.

- 7.05 The notice to arbitrate shall contain the name and address of the moving party's appointee to the board of arbitration and shall also specify all the outstanding issues of the written Grievance to be dealt with by the board of arbitration and the remedy sought. The party giving such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.
- The recipient of the notice shall within ten (10) working days advise the other party, in writing, of the name of its appointee to the board of arbitration.
- The two appointees so selected shall within ten (10) working days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limits, the Minister of Labour shall, if requested within five (5) working days from the expiry of the date upon which the two appointees are to appoint a Chair, forthwith appoint a qualified person to be Chair.
- The parties may agree that the arbitration shall be conducted by one arbitrator.
- In the event the parties are unable to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 7.06 A decision arrived at between the representatives of the Union and the Employer shall be in writing and shall be final and binding upon the Employer, the Union and any Employee affected by it.
- 7.07 No matter may be submitted to arbitration which has not been properly carried through the prescribed steps set out in sub-Articles 7.01 through to and including 7.05.
- 7.08 The arbitrator or board of arbitration shall not make any decision which is not consistent with the provisions of this Agreement and shall not alter, modify, add to, delete from or otherwise amend any part of this Agreement, nor shall he adjudicate any matter not specifically assigned to him by the notice to arbitrate.
- 7.09 Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Chair or sole arbitrator shall be borne equally by the two parties. Either party has the right to require the attendance of the grievor at the arbitration hearing.

7.10 If the respondent party to a Grievance does not process the Grievance in accordance with the requirements of the Grievance procedure, the Union having carriage of the Grievance shall move to the next step of the Grievance procedure within the time specified therein. The mandatory provisions of this Article shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing.

7.11 It is agreed and understood that any arbitrator appointed pursuant to Section 49 of the Ontario Labour Relations Act will be bound by the requirements of the Grievance and arbitration procedures set out herein.

7.12 **Union Policy and/or Employer Grievance**

A Union policy Grievance or Employer Grievance may be submitted to the Employer or the Union, as the case may be, in writing within five (5) working days from the time the circumstances upon which the Grievance is based were known or should have been known by the griever.

A meeting between the Employer and the Union shall be held within five (5) working days of the presentation of the written Grievance or such other time as is mutually agreed between the Union representative and the Company representative or his designate and shall take place within the framework of Step 2 of this Article.

The Employer or the Union, as the case may be, shall give its written decision within five (5) working days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the Grievance may be submitted to arbitration within fifteen (15) working days, or such other time as is mutually agreed between the Union representative and the Company representative or his designate, of delivery of such written decision and the arbitration provisions of this Agreement shall be followed.

The provisions of this Article shall not be used by the Union to institute a Grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute and the provisions of Article 7.04 and 7.05 hereof shall not be bypassed.

7.13 **Discharge Grievance**

A Grievance involving the discharge of a Permanent Employee will be submitted at Step 2 within five (5) working days of the discharge.

7.14 **Monetary Settlement**

The Employer agrees to pay any monetary settlement at the outcome of a

Grievance on the next scheduled pay date.

7.15 **Adjustment**

No adjustment affected under the Grievance or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the Grievance being filed.

SUSPENSION AND DISCHARGE

7.16 When discipline (written warning, suspension and discharge) is to be imposed by the Company, said discipline shall be imposed within five (5) working days of the infraction, or from the time the Company was aware of the infraction. If the above time limits are not strictly adhered to, the discipline will not be imposed or recorded. These time limits may be extended by a written agreement of both parties.

7.17 An employee who is to be suspended or discharged will have the opportunity to meet with their Union representative prior to leaving the Company premises.

If the conduct of the employee being disciplined requires the immediate removal of the employee from the unit, a member of the committee will be allowed reasonable time off the job to meet with the employee off the premises.

7.18 If a suspended or discharged employee wishes to file a grievance on the discipline imposed, they shall file a grievance in accordance with Article 7.04 and will commence in accordance with Step 2 of the grievance procedure.

ADMINISTRATION OF DISCIPLINE

- 7.19 a) An Employee who has completed his probationary period may request that a Steward be present at a meeting where the Employee is advised of Discipline. If the Steward is absent the Employee may request another Union member of his choice. A Union Staff Representative if available may also be present at the meeting if requested by the Employee.
- b) When an employee is called to an interview by the manager or designate, for the purpose of investigating the alleged misconduct of another employee for the purposes of discipline, the chairperson or designated representative will be present.

ARTICLE 8 - STRIKES & LOCKOUTS

- 8.01 The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any Employee, shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of, or stoppage of, or interference with work or production which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes or secondary boycotts, and the Employer agrees that it will not engage in any lockout during the term of this Agreement.
- 8.02 The Union recognizes the right of the Employer to protect its business and property and the business and property of its employees, clients and members.

ARTICLE 9 - PROBATION AND SENIORITY

- 9.01 An Employee shall be considered a Probationary Employee until he has performed ninety (90) calendar days of active employment since the date of commencement of his employment for the Employer during a period of twelve (12) consecutive months. An Employee shall have no seniority rights during such probationary period. The layoff of a Probationary Employee shall be deemed to have been in accordance with the Collective Agreement and no arbitrator or board of arbitration shall have any jurisdiction to change, alter, or modify the layoff of such Employee. The discipline of a probationary employee shall be deemed to have been for just cause, and no arbitrator or board of arbitration shall have any jurisdiction to alter, modify, or amend the discipline.
- 9.02 A seniority list of Permanent Employees will be posted by the Employer every six (6) months and a copy forwarded to the Local Union at 274 Alliance Road

Unit #1 Milton, Ontario L9T 2V2. The seniority list will include a listing of Full-time Permanent Employees in order of seniority and a listing of Part-time Permanent Employees in order of seniority within each location and classification.

9.03 A Permanent Employee who has successfully completed his period of probation shall begin to accumulate seniority on the date ninety (90) calendar days prior to the date he has successfully completed his probationary period. A Permanent Employee shall accumulate seniority only under the following conditions:

- (a) while working at active employment for the Employer or;
- (b) during any absence due to medical certified illness or Leave of Absence for which the Employee has written approval from the Employer.

9.04 A Permanent Employee shall lose his seniority and shall be deemed to have terminated his employment for the following reasons:

- (a) if he voluntarily quits his employment with the Employer;
- (b) if he is discharged and such discharge is not reversed through the Grievance and arbitration procedures;
- (c) if he fails to notify the Employer of intention to resume work for the Employer within five (5) working days following the date of the written notice of recall from the Employer sent by registered mail to the Permanent Employee's last known address as recorded on the Employer's records, or if he fails to report to work within five (5) working days from such notification except for reasons satisfactory to the Employer.
- (d) if he overstays a Leave of Absence or vacation except if in the reasonable opinion of the Employer there is justification.
- (e) if he absents himself for three (3) consecutive working days without notifying the Employer unless in the reasonable opinion of the Employer there is justification for both the absence and the lack of notification;
- (f) if he is not at active work for whatever reasons for a period of twelve (12) months;
- (g) if he uses a Leave of Absence for the purpose other than that for

which the leave was granted.

- 9.05 In the event there is a layoff of Permanent Employees the layoff shall be conducted based on work performance and ability to do the required work. Where, in the opinion of the Employer, work performance and ability to do the required work are equal, then the Permanent Employee with the greatest seniority within a classification at each location will be the last to be laid off.
- 9.06 In the event there is a recall of Permanent Employees, the recall shall be conducted based on work performance and ability to do the required work. Where, in the opinion of the Employer, work performance and ability to do the required work are equal, then the Permanent Employee with the greatest seniority within a classification will be given the first opportunity for recall. It is understood that Employees being recalled from a strike will be restricted to recall within a classification at each location and will not be entitled to a recall to positions at other locations except in the case where an Employee will not be able to return to his prior location within 30 days. The Employer agrees to advise Employees who will not be able to return to their prior location as soon as it is aware of such fact. In such cases, the Union agrees not to hold the company liable for recalls made pursuant to this Article within 30 days.
- 9.07 Permanent Full-time Employees and Permanent Part-time Employees shall be considered separate classifications.
- 9.08 All positions in the bargaining unit will be posted on the Company intranet for three (3) working days. The factors to be considered by the Employer are work performance and ability to do the required work. Where, in the opinion of the Employer, work performance and ability to do the required work are equal, then the applicant with the greatest seniority shall be offered the position.
- It is agreed and understood that successful candidates will retain their full seniority regardless of the classification and/or location of the position. It is understood that Employees will not be required to "re-serve" a probation period in such circumstances but rather carry full seniority.
- 9.09 A Permanent Employee promoted to a supervisory or other position not subject to this Agreement will retain his seniority for a period of only ninety (90) calendar days after the promotion. In the event the promoted Permanent Employee is demoted for any reason or if he voluntarily requests reinstatement to his former position within ninety (90) calendar days after the promotion he shall accumulate seniority during the time served in the supervisory or other position not subject to this Agreement. In the event the promoted Permanent Employee remains in the supervisory or other position

not subject to this Agreement for greater than ninety (90) calendar days after the promotion he shall forfeit all seniority and any recourse to the terms of this Agreement.

9.10 It is agreed and understood that employees are not entitled to bump other Employees in any manner whatsoever.

ARTICLE 10 - LEAVE OF ABSENCE

10.01

- (a) An employee will have the right to take unpaid time off from work for leaves of absence in accordance with the provisions of the Employment Standards Act, 2000.
- (b) An employee desiring a personal leave of absence shall make application to his/her manager in writing at least twenty-one (21) working days prior to commencement of the requested leave, except in cases of emergency. All requests shall be made on forms provided by the Company and shall set out the reason the leave is requested and covering a specific time period. The decision of the Company shall be rendered within seven (7) working days except in cases of emergency.
- (c) All leaves of absence in this agreement are unpaid unless otherwise stated. There shall be no more than one (1) employee per store for a total of two (2) employees on leave of absence under article 10.01 (b) at any time.

10.02 The Employer may grant Leave of Absence without pay to a delegated Union member to attend Union Conventions or Conferences. The Employer will endeavour to grant a request for such Leave of Absence. The Union, in selecting a member shall not affect the production of the Employer and the Leave of Absence so requested will be kept to no more than one Employee at any time. Such Leave of Absence shall not exceed one (1) week in each calendar year.

10.03 The parties agree that the Simcoe and St. Thomas stores will be considered separate entities in the application of Clause 10.02 of this Agreement.

10.04 A one day Leave of Absence, without pay, may be requested verbally by an Employee to his manager. Such Leave of Absence shall not affect the production of the Employer. The Employer will endeavour to grant a request for such Leave of Absence. An Employee will only be granted a request for such Leave of Absence.

10.05 **Pregnancy/Adoption and Parental Leave**

An employee is entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, 2000.

10.06 An employee with seniority elected to or appointed to an elective office of the Union, the nature of the duties of which office would require him/her to absent himself/herself from his/her employment with the Company, shall provide his/her request in writing thirty (30) days in advance of the leave of absence for a specified term of up to three (3) years. The Company's consent shall not be unreasonably withheld. Upon application in writing by such employee to the Company within (30) days prior to the expiry of any such leave of absence, he/she shall be re-employed without loss of seniority.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 This article provides the basis for defining the normal hours of work but shall not be read or construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week or a guarantee of work or a work schedule.

The current normal hours of operation are as follows:

Monday to Friday 9:00 a.m. – 5:30 p.m.
Saturday 10:00 a.m. – 2:00 p.m.

The company reserves the right to establish and/or change the hours of operation to meet the needs of the business. In the event the Company changes the hours of operation the employees affected will be provided with one month of notice. Once notice has been given the Company will meet with the Union to seek input and recommendations on the new shifts that arise from the change.

If the company operates any of its Retail locations on Sundays, an employee who was a member of the bargaining unit prior to the start of Sunday opening may decline to work on Sunday, provided adequate coverage in each Retail location is met, to operate the business.

11.02 The standard work day for Permanent Full-time Employees will consist of 7½ hours and the standard work week will consist of 37½ hours as determined by the Employer.

11.03 All Permanent Employees will be entitled to a one hour meal period without pay exclusive of the hours of work provided the work period exceeds 8

consecutive hours in a regular work day.

- 11.04 All Permanent Employees will be entitled, subject to the requirements of member service, to two fifteen minute relief periods in a regular work day. The first relief period will be taken in the first half of the regular work day and the second relief period will be taken in the second half of the regular work day provided the work period exceeds 2½ consecutive hours in each half day. The relief periods will be determined by the supervisor/manager.
- 11.05 The Employer may, from time to time, require Employees to perform work in excess of their regularly scheduled hours. Overtime must be approved by the supervisor/manager or designate prior to the time being worked by the Employee. In the event more than one Employee within a classification at a location in the opinion of the Employer is equally available, qualified and willing to perform work in excess of their regularly scheduled hours the Employer will select the Employees with the greatest seniority within that classification and at that location to do the work in excess of their regularly scheduled hours.
- 11.06 Permanent Full-time Employees will be paid for overtime approved by the supervisor/manager or designate worked in excess of 40 hours in a work week at 1½ times the Employee's straight time hourly rate.
- 11.07 A Permanent Employee who has completed his regularly scheduled shift for the day and has gone home for the day and is called back into work that day will be paid a minimum of three hours.
- 11.08 A Permanent Employee who reports to work for a regularly scheduled shift, unless previously notified not to report, will receive his scheduled hours of work, or pay in lieu thereof at the Employee's straight time hourly rate if no work is available for that day.
- 11.09 The stores shall close no later than 1:00 p.m. on December 24th and December 31st of each year of the agreement. The Company will provide notice of the actual time of closure by December 1st.

ARTICLE 12 – WAGES

- 12.01 The wage rate to be paid Employees shall be in accordance with Schedule "A" attached hereto, which shall form part and parcel of this Collective Agreement.

12.02 Errors and Omissions

In accordance with the Corporate Errors and Omissions Policy.

ARTICLE 13 - PAID HOLIDAYS

13.01 The following days shall be observed, subject to the conditions in sub-Article 13.02, 13.03, 13.04 and 13.05, as paid holidays for Permanent Employees. Payment for paid holidays will be in accordance with the provisions of the Employment Standards Act and Regulations.

New Year’s Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	½ day before Christmas
Victoria Day	Thanksgiving	½ day before New Year’s Day

Holiday	2018	2019	2020
New Year’s Day	Monday, January 1	Tuesday, January 1	Wednesday, January 1
Family Day	Monday, February 19	Monday, February 18	Monday, February 17
Good Friday	Friday, March 30	Friday, April 19	Friday, April 10
Victoria Day	Monday, May 21	Monday, May 20	Monday, May 18
Canada Day	Sunday, July 1	Monday, July 1	Wednesday, July 1
Civic Holiday	Monday, August 6	Monday, August 5	Monday, August 3
Labour Day	Monday, September 3	Monday, September 2	Monday, September 7
Thanksgiving Day	Monday, October 8	Monday, October 14	Monday, October 12
Christmas Day	Tuesday, December 25	Wednesday, December 25	Friday, December 25
Boxing Day	Wednesday, December 26	Thursday, December 26	Saturday, December 26

The payment for paid holidays of all employees who were scheduled to work less than five (5) shifts per week for each work week before the work week in which the paid holiday occurred shall be equal to the total amount of regular wages and vacation pay paid to the employee in the four work weeks before the work week in which the paid holiday occurred, divided by the number of actual shifts scheduled to be worked during that period. Any time away from work due to an approved leave during the calculation period will not be included in the calculation for the paid holiday. Paid holiday pay will not be less than the employee’s regular scheduled day’s pay. The Company will not open stores on the above listed holidays with the exception of the ½ day before Christmas and ½ day before New Year’s Day. The employer will require that each permanent employee work on one of the following: ½ day before Christmas and ½ day before New Year’s Day.

13.02 In order to be entitled to payment for paid holidays a Permanent Employee:

- (a) must have worked his full scheduled day of work immediately preceding the holiday;

- (b) must have worked his full scheduled day of work immediately following the holiday;
- (c) must have worked his full scheduled day of work on the holiday if scheduled to work on the holiday; and
- (d) must be on the active payroll of the Employer and not on a Leave of Absence, sick leave, or layoff.

A Permanent Employee shall be deemed to have fulfilled the requirements under (a), (b) and (c) above if they were unable to work their full scheduled day due to an excused absence.

13.03 The Employer may require Employees to work on paid holidays. A Permanent Employee required to work on a paid holiday will be entitled to an alternate day off on a day to be approved by the supervisor/manager or payment in accordance with the provisions of The Employment Standards Act and Regulations, as determined by the supervisor/manager.

13.04 A Permanent Employee who has a paid holiday fall within annual vacation shall be entitled to an alternate day off on a day to be approved by the supervisor/manager.

13.05 The supervisor/manager will determine whether a Permanent Employee has a paid holiday on the day before Christmas or the day before New Years Day. In the event more than one Permanent Employee within a classification at a location requests the same day the supervisor/manager will select the requesting Permanent Employee with the greatest seniority within that classification at that location.

Provided that the staffing needs of the store are met, employees who are required to work between Christmas and New Year's shall not be scheduled to work more than the standard work week of 37.5 hours, inclusive of statutory holidays.

13.06 Float Day

After six (6) months of continuous full time employment an employee will be entitled to one (1) mutually convenient paid day off at the employee's regular rate of pay.

If the Float Day is not taken by December 31st, it will be forfeited.

ARTICLE 14 - PAID VACATION

14.01 Permanent Employees with less than one (1) year of continuous employment in the bargaining unit as of December 31 of the previous year will be granted vacation pay in accordance with the provisions of the Employment Standards Act and Regulations.

14.02 A Permanent Employee after the first calendar year of his continuous employment in the bargaining unit accrues vacation time and vacation pay on the following basis:

Vacation Schedule Level	Length of Continuous Employment in the Bargaining Unit	Paid Vacation Weeks	Vacation Pay as a Percentage of Earnings
1	1 year but less than 4 years	2	4%
2	4 years but less than 10 years	3	6%
3	10 years but less than 20 years	4	8%
4	20 years or more	5	10%

14.03 In this Article "Earnings" means gross earnings of the Permanent Employee for the fifty-two (52) week period ending as of December 31 of the previous year.

14.04 A Permanent Employee covered by this Agreement must take vacation time off annually. It cannot be accumulated.

14.05 Upon termination of employment, a Permanent Employee will receive vacation pay in accordance with the provisions of the Employment Standards Act and Regulations.

14.06 Vacation periods are determined and requests are approved by the Employer. A Permanent Employee may submit a written request to the Employer for vacation during that calendar year. The Permanent Employee can request a maximum of two consecutive weeks vacation at any time during the year or in the case of extenuating circumstances their entire vacation entitlement, subject to management approval and providing such approval will not adversely impact customer service. Such approval will not be unreasonably withheld.

Where there is a conflict with respect to such vacation requests between two or more Permanent Employees, the Employer will give preference to the Permanent Employee with the greatest seniority, provided it will not adversely impact customer service.

Vacation Request and Approval Schedule as follows:

January 1st – April 30th – submit by November 15th, approved and posted by November 30th.

May 1st – December 31st – submit by February 28th, approved and posted by March 15th.

- 14.07 At their option an employee may request approval to take up to one week of their vacation time in one-day increments

ARTICLE 15 - HEALTH AND SICK LEAVE BENEFITS

15.01 The Employer and Union agree that the sole obligation of the Employer for Health and Sick Leave Benefits shall be to pay during the term of this Agreement the percentage of the billed premium costs, as set out below, for each participating and eligible Permanent Full-time Employee in the active employ of the Employer under an insurance plan provided by the Employer, subject to the terms of that insurance plan, including any enrolment requirements, provided the Permanent Full-time Employee pays the balance of any premiums by payroll deduction.

- (a) 100% of the premium for death benefit as provided under the Employer group insurance plan; and
- (b) 100% of the premium for accidental death and dismemberment under the Employer group insurance plan; and
- (c) 80% of the premium for health care expense benefits as provided under the Employer group insurance plan. Co-insurance percentage of 90% for eligible drugs and medicines, which, according to the Food and Drug Act, require a written prescription of a doctor and which are dispensed by a licensed pharmacist; and
- (d) 80% of the premium for dental benefits as provided under the Employer group insurance plan. Co-insurance percentage of 90% for eligible dental treatment expenses by a dentist or physician or by other qualified personnel under the direct supervision of the dental or medical professional, limited to the maximum fee level of the Ontario Dental Association Fee Guide in effect 1 year prior to the date treatment is rendered; and
- (e) 80% of the premium for vision care benefits as provided under the Employer group insurance plan; and

- (f) 100% of the premium for short term disability benefits as provided under the Employer group insurance plan. Short term disability weekly maximum income benefit based on 66.66% of weekly earnings to a maximum of \$650.
- 15.02 100% of the premium for long term disability benefits is paid by the Employee.
- 15.03 It is expressly understood that the foregoing is not to be construed as a guarantee as to specific coverage or eligibility of benefits. Coverage or eligibility will be in accordance with the provisions of the specific insurance plans held.
- 15.04 The Employer may change carriers for the insurance plans.
- 15.05 The Employer and Union agree that the sole obligation of the Employer for sick leave shall be as set out below:
 - (a) Sick Leave means the period of time during the term of this Agreement that a Permanent Full-time Employee is granted a leave of absence from scheduled working hours because he is unable to perform his job due to illness or injury for which short term or long term disability insurance is not payable.
 - (b) A Permanent Full-time Employee shall be entitled to no more than seven days of sick leave each calendar year. Sick leave shall not be cumulative. A Permanent Full-time Employee during his sick leave will be paid his straight time day work hourly rate exclusive of any overtime, premium or commission for his scheduled working hours. A Permanent Full-time Employee in his first year of employment shall be entitled to sick leave on a prorated basis.
 - (c) A Permanent Full-time Employee who is absent from scheduled working hours will be granted sick leave to the extent of his entitlement and only where the Employer is satisfied that the Permanent Full-time Employee was absent from scheduled working hours because he was unable to perform his job due to illness or injury or injury for which short term or long term disability is not payable.
 - (d) An Employee who is or has been absent from scheduled working hours due to illness or injury shall, when required by the Employer, produce to the Employer a statement from a qualified medical practitioner certifying that the Employee is unable to perform his job due to illness or injury. The Employer may also require the Employee

to produce to the Employer, before the Employee returns to work, a statement from a qualified medical practitioner paid for by the Employer certifying that the Employee is able to perform his job and return to work.

- e) If an employee is hospitalized while on vacation, he/she will receive equivalent days off at a mutually arranged time. Appropriate medical documentation is required.

15.06 The Employer and Union agree that the sole obligation of the Employer for Personal Leave shall be as set out below:

- (a) Personal leave means a leave of absence from scheduled working hours granted in advance by the Employer to a Permanent Full-time Employee to attend to matters of a personal nature.
- (b) A Permanent Full-time Employee, subject to the provisions of this Article, is entitled to a total of no more than twenty-two and one half hours of Personal Leave each calendar year. Personal Leave shall not be cumulative. A Permanent Full-time Employee during his Personal Leave will be paid his straight time day work hourly rate exclusive of any overtime, premium or commission for his scheduled working hours. A Permanent Full-time Employee in his first year of employment shall be entitled to Personal Leave on a prorated basis.
- c) A Permanent Full-time Employee with more than six (6) months of continuous employment in the bargaining unit since the date of the commencement of his employment for the Employer may make a request to the department supervisor at least five (5) days in advance for Personal Leave on a specific day. The department supervisor shall have the sole discretion to grant Personal leave to that Permanent Full-time Employee to the extent of his entitlement. The department supervisor shall not exercise such discretion in an arbitrary or discriminatory manner.

15.07 **Pension Fund**

The Employer and Union agree that the sole obligation of the Employer for Pension Benefits shall be to pay during the term of this Agreement the Employer contribution under a Pension Plan for each participating and eligible Permanent Employees in the active employ of the Employer subject to the terms of the Pension Plan, including any enrolment requirements, provided the Permanent Employee pays by payroll deduction the Member Contribution, if required, under the CAA Pension Plan.

15.08 Effective January 1, 2013, all new hires will be enrolled in a defined contribution plan. All current employees with hire dates prior to December 31, 2012 will participate in the Company's defined benefit pension plan. It is expressly understood that the foregoing is not to be construed as a guarantee as to specific coverage or eligibility of benefits. Coverage or eligibility will be in accordance with the provisions of the specific pension plans.

15.09 **Other**

The insurer will provide an employee identification card for the purpose of processing health and dental claims electronically, where available. Current health and dental coverages remain unchanged.

ARTICLE 16- MEDICAL EXAMINATION

16.01 A medical examination requested by the Employer shall be promptly complied with by Employees provided however that the cost of the examination will be paid by the Employer. The Employer will not abuse this right to request a medical examination.

16.02 In the event the Employer requires a medical examination, it will be taken, if possible, during working hours and in all cases the Employee will be given one (1) days notice, and the Employee will not suffer any loss of pay for the time spent for the examination.

16.03 No Employee shall be required to take a medical examination on a Saturday unless the Employee so requests and does so voluntarily.

ARTICLE 17 – GENERAL

17.01 **Bereavement Leave**

In the event of the death of a member of a Permanent Employee's immediate family, the Permanent Employee will be granted time off with pay for their regularly scheduled hours as follows:

Relationship

Paid Time Off

Spouse or common law partner (including same sex partner), child or step-child

20 working days

Father, mother, sister, brother, step-father, step-mother, step-brother, step-sister or grandchild

5 working days

of associate, father or mother-in-law, sister or brother-in-law, grandparents of associate or spouse

Other relatives

1 working day

In the event the funeral is delayed more than seven days after the death of the immediate family member, the time-off with pay set out above does not have to be consecutive if the Permanent Employee attends the memorial service.

The Employer shall grant further time off, up to a maximum of 5 days, if more time off is required relating to the death of such a member of the immediate family, and such time off shall be without pay.

The Permanent Employee may be asked to provide the Employer with a photocopy of the obituary notice from the newspaper or funeral home regarding the death of the immediate family member.

If an Associate is required to travel in excess of two hundred (200) kilometres to attend the funeral, two (2) additional consecutive working days leave of absence will be granted with pay. Body shipped to Canada will be treated the same as travel in excess of two hundred (200) kilometres and two (2) additional consecutive working days leave of absence will be granted with pay.

In the case of part time Associates, the above schedule applies. However, time off relates to consecutive calendar days. Only scheduled time that falls during the bereavement leave will be paid.

17.02 Employee Bulletin Board

The Employer agrees to permit posting of any notices of Union meetings or functions on a bulletin board placed and provided for that purpose by the Employer. The bulletin board will be placed where it can easily be seen.

17.03 Meetings and Training

Where the Employer requires a Permanent Employee to take further training and/or attend meetings taking place Monday to Friday, the Employee will be paid for the time spent while attending such training and meetings at the Employee's straight time day work hourly rate exclusive of any overtime, premium or commission. An employee will be paid at 1½ times the employee's straight time hourly rate for such a staff meeting or training taking place on Saturday or Sunday and not during the employee's scheduled hours of work.

17.04 Where the employer requires and approves a Permanent Travel Consultant to take time exceeding two (2) hours, away from selling to attend further

training and or meetings during regularly scheduled working hours, the Permanent Travel Consultant will be paid the time away from selling rate for the time spent attending such training and meetings when the Permanent Travel Consultant qualifies for the time away from selling rate and this rate will be paid exclusive of any overtime, premium or commission.

- 17.05 It is further understood where the employer requires and approves a permanent employee to take mandatory training and or attend meetings after regularly scheduled working hours, the Permanent Travel Consultant will be paid the time away from selling rate for the time spent attending such training and meetings when the Permanent Travel Consultant qualifies for the time away from selling rate and this rate will be paid exclusive of any overtime, premium or commission.
- 17.06 Reasonable time off work with pay shall be provided for Full-time Employees for personal matters, e.g., medical, dental appointments, etc. These appointments should be scheduled prior to or at the end of the Employee's scheduled work time, if at all possible. Unless there is an emergency, the employee must notify their immediate supervisor at least twenty-four (24) hours prior to leaving for such appointments.
- 17.07 The Company shall pay the registration/renewal fee for the IATA card for all qualified employees effective January 1, 2015.
- 17.08 FAM
- In accordance with the Corporate Travel FAM Policy.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 A Joint Health & Safety Committee shall be constituted consisting of one (1) representative of Permanent Employees at St. Thomas and one (1) representative of Permanent Employees at Simcoe, together with other Employees of the Employer including management Employees.
- 18.02 This committee shall meet at least four (4) times a year. Minutes shall be taken of all meetings and copies posted.
- 18.03 The Employer recognizes the right of an Employee to refuse to work in accordance with the provisions of the Occupational Health & Safety Act.
- 18.04 Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job. In addition, each year on December 6, at 11 a.m., work will stop and one minute

of silence will be observed in memory of the women killed in the Montreal Massacre.

ARTICLE 19 - PAY PERIODS

- 19.01 Employees shall be paid semi-monthly on the 15th and 30th, by direct deposit. In the event the pay date falls on a public holiday, the statement of earnings will be issued and the deposit made on the previous day.
- 19.02 Employees who qualify to receive commissions will be paid commissions on the second pay of the first month following the month commissions are earned (e.g., February 28th for commissions earned in January).
- 19.03 Bonuses will be paid on a separate deposit.

ARTICLE 20 - TEMPORARY EMPLOYEES

- 20.01 The Employer is entitled to employ Temporary Employees in addition to Permanent Employees.
- 20.02 The Employer will employ Temporary Employees for a period of employment with a specified start and end date in order to replace an Employee off due to disability, injury, illness, leave or vacation.
- 20.03 The Employer agrees during the term of this Agreement to deduct regular monthly Union dues or an amount equivalent to the regular monthly Union dues, as certified by the Union to be currently in effect according to the constitution and by-laws of the Union, from the wages of each Temporary Employee who has completed his probationary period and to remit such monies so deducted to the office of the Unifor Local 414 located at 274 Alliance Road, Unit #1, Milton, Ontario L9T 2V2 within 30 days.
- 20.04 No terms of this Agreement shall apply to Temporary Employees other than the terms of Articles 3.01, 3.02, 3.07, 3.08, 4.01, 6, 8, 9.01 16, 17, 19 and 20.

ARTICLE 21 - HARASSMENT IN THE WORK PLACE

21.01 The Employer and the Union recognize the problem of sexual and racial harassment in the workplace and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. It is an expression of power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin. Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions. Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment. Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual material like graffiti or degrading pictures, physical contact of any kind, or sexual demands. Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive material jokes or unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal nature of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership. The local Union president and the unit chairperson must contact the Unifor national representative, and if an investigation is necessary, they will meet with a senior Employer representative(s) to carry out the investigation within ten (10) working days. The issue must be handled with confidentiality, and is to be resolved within ten (10) working days of notifying the Company representative. Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated. Any discipline and the amount of discipline will be at the sole discretion of the Company.

Furthermore, the parties agree that a procedure that details a step-by-step

process for filing and appealing a harassment complaint will be developed between the parties no later than six (6) months after the signing of the agreement. Unifor and the Company will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the Unifor National and/or Company senior management.

Appeal Procedure

(a) **Investigation/Resolution Deemed Unsatisfactory by Complainant**

If the complainant feels that the investigation or resolution is unsatisfactory, he/she will then contact the Union Representative or appropriate member of Management and requests that the Local Union President, and/or National Employment Equity Coordinator be contacted.

The Local Union President, the appropriate member of management and the Unifor National Employment Equity Coordinator will immediately conduct a further investigation of the complaint and may make recommendations on additional action that may be taken that they consider appropriate.

(b) A bargaining unit employee determined to be guilty of harassment may initiate a grievance at Step Two (2) of the grievance procedure within the time limits set out in Article 7.04.

ARTICLE 22 – HUMAN RIGHTS

22.01 The Company and Unifor, in accordance with the Human Rights Code, are committed to providing employees with a work environment that is free from discrimination and harassment and to the concept of equal opportunity in the work place and both parties are devoted to promoting this principle.

We will provide an environment that is characterized by mutual respect and will not tolerate conduct that is demeaning or that undermines an individual's self-worth or dignity. The Company is committed to annual review of its Code of Conduct with employees.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall remain in full force and effect from June 1, 2018 to May 31, 2021 and shall continue in force from year to year thereafter unless not more than ninety (90) days and not less than thirty (30) days before the date


not more than ninety (90) days and not less than thirty (30) days before the date of its termination either party shall furnish the other with notice of termination or proposed revision of this Agreement. The parties agree that they will set dates for negotiations within fifteen (15) days after either party has given notice.

23.02 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

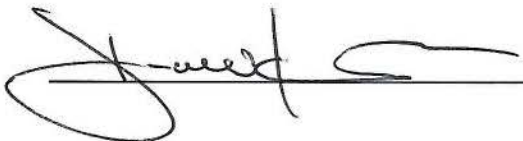
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

DATED THIS 18th DAY OF October, 2018


For the Company







For the Union









**SCHEDULE A
APPENDIX 1**

TRAVEL CONSULTANTS

Full Time Travel Consultants will be paid the following base rates:

		2%	2%	2%
Base Rate Levels	Base Salary Effective June 1, 2017	Base Salary Effective June 1, 2018	Base Salary Effective June 1, 2019	Base Salary Effective June 1, 2020
Tier One Travel Consultants (less than or equal to 24 months)	\$16.21 \$31,609.50	\$16.53 \$32,233.50	\$16.86 \$32,877.00	\$17.20 \$33,540.00
Tier Two Travel Consultants (25 plus months)	\$17.30 \$33,735.00	\$17.65 \$34,417.50	\$18.00 \$35,100.00	\$18.36 \$35,802.00

Part Time Travel Consultants will be paid the following base rates:
(Full time base salary divided by 1950 hours)

		2%	2%	2%
Base Rate Levels	Base Salary Effective June 1, 2017	Base Salary Effective June 1, 2018	Base Salary Effective June 1, 2019	Base Salary Effective June 1, 2020
Tier One Travel Consultants (less than or equal to 24 months)	\$16.21	\$16.53	\$16.86	\$17.20
Tier Two Travel Consultants (25 plus months)	\$17.30	\$17.65	\$18.00	\$18.36

It is noted that there will be times during the normal hours of work when a Travel Consultant is working in a role approved or requested by management or in training, but not in a role where they can generate sales. When the amount of time away from selling exceeds two hours and is less than two weeks in duration, the Travel Consultant may qualify to be paid an additional \$2.00 per hour. Travel Consultants qualify for this additional \$2.00 per hour when their average hourly rate based on earnings of the previous year (earnings means only wages and commissions but not overtime) is equal to or more than their hourly base rate plus \$2.00.

Commission Schedule – ALL TRAVEL CONSULTANTS

In addition to the base rate, Travel Consultants will receive commission based on monthly net revenue adjusted for directional selling as set out in the schedule below.

Directional Sales:

VIP business translates at 115% of revenue earned

Preferred business translates at 100% of revenue earned

Non-preferred business translates at 90% of revenue earned

The company agrees that there will be a VIP supplier for each category of product under the commission structure.

Employees will be advised of any changes to the supplier list, when such changes are required by the Company.

Monthly Net Revenue	Commission Rate
\$0.00 - \$3,333	2.0%
\$3,334 - \$4,166	5.0%
\$4,167 - \$6,249	10.0%
\$6,250 - \$7,499	20.0%
\$7,500 +	30.0%

Commission will be paid on the 30th of the month following the month in which the revenues are earned

Annual Bonus Payment

A Travel Consultant will receive an annual revenue bonus, based on the Travel Consultant's total year-to-date revenue generated from January until December 31 of the calendar year.

Annual Revenue Generated (FOR THE PERIOD JANUARY 1 – DECEMBER 31 OF THE CALENDAR YEAR)	Lump Sum Bonus
\$90,000 - \$99,999	\$1,000
\$100,000 - \$114,999	\$1,500
\$115,000 - \$124,999	\$2,000
\$125,000 +	\$2,500

Annual bonus will be paid on February 28th following the calendar year in which revenues are earned

The commission net revenue and annual bonus for part time Travel Consultants will be prorated based on actual hours worked.

**SCHEDULE A
APPENDIX 2**

MEMBER SERVICES COUNSELLOR

Full time Member Services Counsellors (MSC) will be paid the following base rates:

Base Rate Levels	Base Salary Effective June 1, 2017	2%	2%	2%
		Base Salary Effective June 1, 2018	Base Salary Effective June 1, 2019	Base Salary Effective June 1, 2020
Tier One MSC (less than or equal to 24 months)	\$15.01 \$29,269.50	\$15.31 \$29,854.50	\$15.62 \$30,459.00	\$15.93 \$31,063.50
Tier Two MSC (25 plus months)	\$16.02 \$31,239.00	\$16.34 \$31,863.00	\$16.67 \$32,506.50	\$17.00 \$33,150.00

Part time Member Services Counsellors (MSC) will be paid the following base rates:
(Full time base salary divided by 1950 hours)

Base Rate Levels	Base Salary Effective June 1, 2017	2%	2%	2%
		Base Salary Effective June 1, 2018	Base Salary Effective June 1, 2019	Base Salary Effective June 1, 2020
Tier One MSC (less than or equal to 24 months)	\$15.01	\$15.31	\$15.62	\$15.93
Tier Two MSC (25 plus months)	\$16.02	\$16.34	\$16.67	\$17.00

Commission Schedule – ALL MEMBER SERVICE COUNSELLORS

8% commissions will be paid on **revenues** for select products sold. This amount is based on individual results. Select products include Membership, Attraction Tickets, Hotel, Car, Medical Insurance, Merchandise, AAA Tours, Photos and ATI Bookings. **Revenues on these products vary and are subject to change**

Travel revenue will be adjusted for directional selling as set out in the schedule below.

Directional Sales:

VIP business translates at 115% of revenue earned

Preferred business translates at 100% of revenue earned

Non-preferred business translates at 90% of revenue earned

The Company agrees that there will be a VIP supplier for each category of product under the commission structure.

Employees will be advised of any changes to the supplier list, when such changes are required by the Company.

Incentive will be paid on the second deposit of each month.

Annual Bonus Payment

A Member Service Counsellor will receive an annual revenue bonus for select product sold, based on the Member Service Counsellor's total year-to-date revenue generated from January until December 31 of the calendar year.

Annual Revenue Generated (FOR THE PERIOD JANUARY 1 – DECEMBER 31 OF THE CALENDAR YEAR)	Lump Sum Bonus
\$60,000 - \$69,999	\$500
\$70,000 - \$79,999	\$750
\$80,000 +	\$1,000

Annual bonus will be paid on February 28th following the calendar year in which revenues are earned

The commission net revenue and annual bonus for part time Member Services Counsellors will be prorated based on actual hours worked.

Letter of Understanding
Between

CAA TRAVEL (SOUTH CENTRAL ONTARIO) INC.
And CAA SERVICES (SOUTH CENTRAL ONTARIO) INC.
St. Thomas/Simcoe, Ontario

Hereinafter called the "Employer
of the First Part

And

Unifor
Local 414

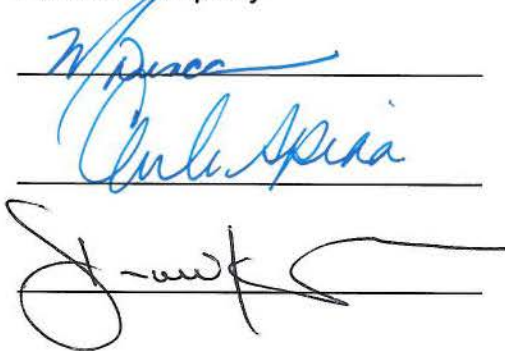
The Company agrees it will contribute a one time lump sum payment of \$600.00 to the Social Justice Fund. Contributions to the Fund will be made immediately following ratification of the collective agreement and contributions to be made to "Unifor Social Justice Fund" and remitted to the Union office at 205 Placer Court, North York, Ontario M2H 3H9.

It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Social Justice Fund.

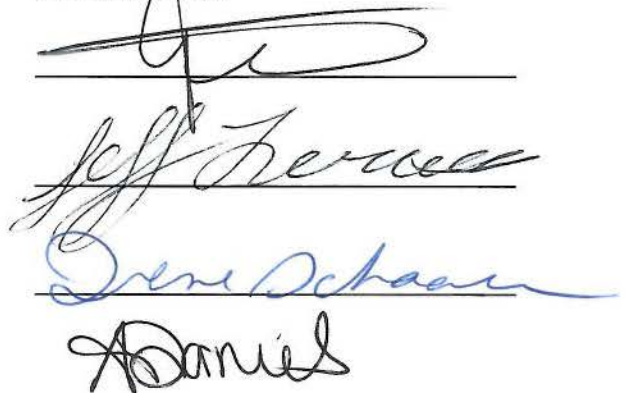
The parties do acknowledge that this Letter of Understanding does form part of the collective agreement. It is further agreed that this Letter of Understanding shall not be placed in the collective agreement.

Dated this 18 day of October 2018

For the Company



For the Union



LETTER OF UNDERSTANDING

Between

**CAA TRAVEL (SOUTH CENTRAL ONTARIO) INC.
And CAA SERVICES (SOUTH CENTRAL ONTARIO) INC.
St. Thomas/Simcoe, Ontario**

And

**Unifor
Local 414**

Re: TICO

TICO minimum education standards state that all Travel Consultants must have their Travel Counsellor Certificate prior to being hired with the Company.

TICO minimum education standards state that all newly hired Member Service Consultants (MSC) must have passed the TICO examination and provide a copy of their Travel Counsellor Certificate to the company within the first three months of employment in order to remain employed by the company.

For MSCs, the Company shall provide adequate and relevant training in preparation for the above examination. Costs of the examination shall be covered as follows:

1st attempt – Company will pay in advance.

2nd attempt (if necessary) – Company will reimburse the employee upon successful completion.

3rd and subsequent attempts (if necessary) – the employee is responsible for all costs.

Dated this 18 day of October 2018

For the Company

[Signature]

[Signature]

[Signature]

For the Union

[Signature]

[Signature]

[Signature]

[Signature]