

COLLECTIVE AGREEMENT

BETWEEN:

CAA MID-WESTERN ONTARIO  
AND  
CAA TRAVEL AGENCY  
(MID-WESTERN ONTARIO) LTD.

- and -

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

11853 (02)

INDEX

| <u>ARTICLE</u> |   | <u>PAGE</u> |
|----------------|---|-------------|
| 1              | INTENT AND PURPOSE AND DEFINITION .....       | 1           |
| 2              | RECOGNITION .....                             | 3           |
| 3              | UNION DUES .....                              | 4           |
| 4              | MANAGEMENT RIGHTS .....                       | 6           |
| 5              | STEWARDS .....                                | 7           |
| 6              | DISCRIMINATION .....                          | 9           |
| 7              | GRIEVANCE AND ARBITRATION PROCEDURE .....     | 10          |
| 8              | STRIKES & LOCKOUTS .....                      | 14          |
| 9              | PROBATION AND SENIORITY .....                 | 15          |
| 10             | LEAVE OF ABSENCE .....                        | 18          |
| 11             | HOURS OF WORK & OVERTIME .....                | 19          |
| 12             | <b>WAGES</b> .....                            | 21          |
| 13             | PAID HOLIDAYS .....                           | 22          |
| 14             | PAID VACATION .....                           | 24          |
| 15             | HEALTH & WELFARE - PENSION - SICK LEAVE ..... | 26          |
| 16             | MEDICAL EXAMINATIONS .....                    | 29          |
| 17             | EQUIPMENT AND CLOTHING .....                  | 30          |
| 18             | GENERAL .....                                 | 31          |
| 19             | HEALTH & SAFETY .....                         | 33          |
| 20             | PAY PERIODS .....                             | 34          |
| 21             | TEMPORARY EMPLOYEES .....                     | 35          |
| 22             | DURATION OF AGREEMENT .....                   | 36          |

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ARTICLE 1 - INTENT AND PURPOSE AND DEFINITION

- 1.1 The 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.
- 1.2 In this Agreement,
- (a) "Discipline" means a written warning/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) "Common-law Spouse" shall mean a partner with whom an Employee is continuously co-habiting in **a** conjugal relationship and sharing a common residence for a minimum of one year."
  - (d) "Grievance" shall mean a dispute concerning the Discipline of an Employee other than **a** Probationary Employee, or **a** dispute **arising** from the interpretation, application, administration or alleged violation of this Agreement.
  - (e) "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.
  - (f) "Permanent Employee" means a Permanent Full-time Employee or a Permanent Part-time Employee.

- (g) "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.
- (h) "Permanent Part-time Employee" means an Employee who has successfully completed his probationary period and who works on a regular basis for less than thirty seven and one half (37.5) hours per week but is not a Temporary Employee.
- (i) "Probationary Employee" means an Employee who has not successfully completed his probationary period.
- (j) "Strike" and "Lockout" shall have the same meaning given those words in the *Labour Relations Act*, S.O. 1995, **as** amended.
- (k) "Temporary Employee" means an Employee who is hired or has been hired to work on a temporary basis for up to twelve months, regardless of whether the Employee **works** full-time or part-time, to meet seasonal/peak demands or to replace **an** Employee on disability or a leave of absence.

- 1.3 Where the masculine gender is used throughout this Agreement, it is understood to include the female gender.
- 1.4 Where the singular is used throughout this Agreement, it is understood to include the plural.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the bargaining agent of all employees of CAA Mid-Western Ontario and CAA Travel Agency (Mid-Western Ontario) Ltd. in the Counties of Wellington, Oxford and Middlesex, and the Regional Municipality of Waterloo, save and except Managers, Supervisors and Co-ordinators, persons above the rank of Manager, Supervisor and Co-ordinator, Executive Assistant, Assistant to the Director of Operations, Assistant to the Controller, Human Resources Assistant, Management Information Systems Analysts, maintenance person and groundskeeper.
- 2.2 The Union advises that the administration of the collective agreement will be by and through the offices of Teamsters Local Union No. 879 and Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 141.

### ARTICLE 3 - UNION DUES

- 3.1 Employees shall upon completion of their probationary period be required to become a member of the Union.
- 3.2 Employees hired before or after the signing of this Agreement shall be required to execute and deliver to the Employer an authorization for the deduction of monthly Union dues and the provision to the Union of the Employees' social insurance number. The Employer will obtain that authorization.
- 3.3 Employees hired after the signing of this Agreement shall upon the completion of their probationary period be required to execute and deliver to the Employer an authorization for the deduction of the Union's initiation and re-initiation fee in instalments of \$25 per pay period. The Employer will obtain that authorization.
- 3.4 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 or re-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 the Union (**460** Parkdale Avenue North, Hamilton, Ontario, L8H 5Y2 and **426** Third Street, London, Ontario, **N5W 4W6**) 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.
- 3.5 The Union will certify to and notify the Employer in writing of any change in the monthly Union dues and the Union's initiation or re-initiation fee and the Employer will within 45 days of such certification and notification commence deductions **as** provided ~~or~~ above in the new amount.
- 3.6 The **Union** will certify to and notify the Employer in writing of any arrears in monthly Union dues and the Union's initiation and re-initiation fee and the Employer will ~~within~~ 45 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.
- 3.7 T-4 slips issued annually to Employees shall show deductions made for Union dues.
- 3.8 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 and re-initiation fee.

- 3.9 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.
- 3.10 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

- 4.1 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 regulate 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, suspend and retire 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 work force; to schedule operations; to subcontract work; 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.
- 4.2 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

5.1 The Union may elect or appoint one (1) Steward from the Permanent Employees working at each of the following locations for the purpose of investigating and processing Grievances at those locations:

Guelph  
Cambridge  
London - Wellington  
London Mall  
London - Bessemer Road Service Centre  
Woodstock  
Kitchener - Highland Hills

5.2 The Union may elect or appoint four (4) other Stewards from the Permanent Employees in four sectors at the Kitchener - Manitou location for the purpose of investigating and processing Grievances. The sectors are defined as:

1. Driver and mechanic.
- ii. Dispatch, call receiver and ERS secretary.
- iii. Group travel, auto club service & sales agent, teleservice group and travel agent.
- iv. Triptik, data entry, accounting, internal services, specialty sales, general helper and secretary.

The Union may also elect or appoint a Chief Steward from the Permanent Employees for Local 879 and a Chief Steward from the Permanent Employees for Local 141.

5.3 The Union will inform the Employer, in writing, of the names of the Chief Stewards and Stewards and of any subsequent changes in the names of the Chief Stewards and Stewards. The Employer shall not be asked to recognize any Chief Stewards or Steward until such notification from the Union has been received.

5.4 The Union agrees that no Union official, member or representative will conduct any Union activities on the property or premises of the Employer without the express consent of the President or his designate. The Union agrees that no Union **official**, member or representative, other than an Employee, shall have access to the property or premises of the Employer without the express consent of the President or his designate but such consent shall not be unreasonably withheld. It is agreed such access shall not interfere with the Employer's operations.

5.5 The Union Stewards have regular duties to perform on behalf of the Employer and shall not leave their regular duties to process any Grievances without the express consent of their immediate Supervisor, but such consent shall not be unreasonably withheld. The Employer will endeavour to process Grievances Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m.

- 5.6 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 that particular day provided he has complied with the requirements of this Article 5.
- 5.7 Grievances shall not be investigated while the Employees and Stewards involved are working overtime.
- 5.8 An Employee who has completed his probationary period may request that their Steward, as set out in Articles 5.1 and 5.2, if available, be present at a meeting where the Employee is advised of discipline. Another Steward must be substituted in the event their Steward is not available and the Employee requests another Steward. A Union Business Representative, if available, may also be present at the meeting if requested by the Employee.
- 5.9 There will be no abuse or excessive use by Employees or Stewards of time spent investigating or processing Grievances.
- 5.10 Union Business Representative and Steward 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.
- 5.11 In the event of a suspension or discharge of a Steward, the Employer shall in every case immediately notify the Union in writing.
- 5.12 The Employer and the Union shall establish a Labour/Management Committee consisting of four (4) members of management and the two Chief Stewards and two (2) other Stewards. The committee shall meet monthly or as required by the committee. The meetings shall alternate between Kitchener and London. An agenda is to be submitted by either party five (5) working days in advance of such meeting. The Chief Stewards and Stewards will be paid while attending a meeting of the committee their straight time day work hourly rate exclusive of any overtime, premium or commission. Minutes of the meeting will be taken.

ARTICLE 6 - DISCRIMINATION

- 6.1 The Employer and Union agree to abide by the provisions of the Ontario Human Rights Code.
- 6.2 No person shall be refused employment 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

- 7.1 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 griever 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.
- 7.2 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.
- 7.3 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 griever. 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.
- 7.4 No Employee shall have a Grievance until he has discussed his complaint with his immediate supervisor. If the immediate supervisor 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 **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 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 Director of Human Resources or his 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 Director of Human Resources or his designate or at such other time **as** mutually agreed upon between the Employer and Union.

The Director of **Human** Resources or his designate may invite representatives of Management to be present at such meeting.

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

**A** decision shall be rendered by the Director of Human Resources within five (5) working days from the date of such meeting and the rendering of such decision will terminate Step 2.

## STEP 3

In the event the Grievance is not settled at Step 2, the Union may request arbitration of the Grievance by giving notice in writing to the other **party** within ten (10) working days from the delivery of the decision at Step 2, but not thereafter.

**If a** request for arbitration is not given within such ten (10) working day period, the decision at Step 2 shall be final and binding upon both parties to the Agreement and upon any Employee involved.

### 7.5

The notice to arbitrate shall contain the name and address of the **moving** party's nominee 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.

- 7.6 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.
- 7.7 No matter may be submitted to arbitration which has not been properly carried through the prescribed steps set out in sub-Articles 7.1 through to and including 7.5.
- 7.8 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.
- 7.9 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 griever at the arbitration hearing.
- 7.10 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory, therefore failure to put a Grievance in writing in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the Grievance by the griever. A Grievance not appealed from one step of the Grievance and arbitration procedure to the next within the specified time limits shall be deemed to be settled on the basis of the last reply **and** the reply at the previous step shall be ~~final~~ and binding upon the parties hereto and any Employee affected by it.
- No matter may be submitted to arbitration which **has** not properly been carried through all specified previous steps of the Grievance and arbitration procedure within the times specified. A settlement at any step of the Grievance and arbitration procedure shall be **final and** binding upon both parties hereto **and** upon any Employee affected by it.
- 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 46 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 grievor.

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 ten (10) days 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 7.4 and 7.5 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 Suspensions

If the Employer makes a decision to suspend a Permanent Employee but determines that the suspension shall not be served until a later date, the Permanent Employee will be able to file a Grievance at the time the Permanent Employee is advised of the suspension.

7.15 Monetary Settlement

The Employer agrees to pay any monetary settlement, at the outcome of a Grievance, by separate cheque if the amount of the settlement is greater than one (1) days regular pay.

7.16 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.

## ARTICLE 8 - STRIKES & LOCKOUTS

- 8.1 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.
- 8.2 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.
- 8.3 It shall not be a violation of this Agreement for Employees to refuse to cross a picket line, where such crossing would probably result in personal injury or damage to the vehicle. Emergency road service Employees shall immediately advise the dispatcher and other Employees shall immediately advise their supervisor that they have not crossed a picket line and provide details. The Union shall immediately use its best efforts to make arrangements so that the Employees may cross the picket lines.



## ARTICLE 9 - PROBATION AND SENIORITY

- 9.1 An Employee, other than in teleservice and an autoclub service & sales agent and a travel agent, 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 in teleservice and an autoclub service & sales agent and a travel agent shall be considered a Probationary Employee until he has performed one hundred and eighty (180) 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 done 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 discharge.
- 9.2 The Employer agrees to provide to the Union a seniority list, listing all Permanent Employees in order of seniority. The Employer will also provide to the Union, for its use, a listing of Permanent Employees in order of seniority within each location and classification. These lists are to be provided every three (3) months and forwarded to each of the local Union offices.
- 9.3 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 the seniority only under one of the following conditions:
- (a) while working at active employment for the Employer,
  - (b) during any absence due to medical certified illness or leave of absence for which the Employee has written approval from the Employer including maternity or parental leave of absence.
- 9.4 A Permanent Employee who does not qualify to accumulate seniority under Article 9.3 shall maintain that Permanent Employee's existing seniority unless and until that Permanent Employee loses same pursuant to Article 9.5.
- 9.5 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 12 (twelve) months;
- (g) if he uses a leave of absence for a purpose other than that for which the leave was granted;
- (h) if he is retired.

9.6 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 in each County or Regional Municipality will be the last to be laid off. The Employer will be reasonable in exercising its opinion. A Permanent Employee can within 48 hours of receiving notice of layoff appeal to the Employer and a meeting will be held within a further 48 hours.

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

9.8 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 in each County or Regional Municipality will be given the first opportunity for recall. A Permanent Employee can within 48 hours of a recall appeal to the Employer and a meeting will be held within a further 48 hours.

9.9 Notwithstanding Article 9.8, in the event of recall of Permanent Employees from a strike, 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 at each location will be given the first opportunity for recall. It is understood that Permanent Employees being recalled from a strike will

be restricted to recall within a classification at each location and will not be entitled to recall to positions at other locations. A Permanent Employee can within 48 hours of a recall appeal to the Employer and a meeting will be held within a further 48 hours.

9.10 Permanent Full-time Employees and Permanent Part-time Employees shall be considered separate classifications.

9.11 Vacant permanent full-time and part-time and vacant temporary full-time positions subject to this Agreement will be posted at all locations for five (5) 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. **An** Employee can within 48 hours of the Employer's decision appeal to the Employer and a meeting will be held within a further 48 hours. It is agreed and understood that successful candidates will retain their full seniority regardless of the classification and/or location of the position and will not be required to "re-serve" any probationary period.

9.12 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.

9.13 **An** Employee employed as an emergency road service driver requires as a condition of continued employment a licence to operate a motor vehicle and must qualify for insurance coverage equal to the Employer's insurance coverage with no greater insurance premium payable. The Union **and** Employer will meet to discuss movement to alternate work in the event **an** Employee employed as an emergency road service driver loses his licence to operate a motor vehicle or the Employer must pay a greater insurance premium if that Employee is operating a motor vehicle or the Employer's insurer restricts the insurance coverage available to the Employer if that Employee is operating a motor vehicle. This is in no way to be construed as a guarantee of alternate work and no other Employee will be laid off due to the Employee moving to alternate work and the moving Employee will be placed on the bottom of the seniority list while doing the alternate work.

## ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 An Employee may make a request to the Employer in writing fourteen (14) days in advance for leave to be absent from work for a specific period of time no greater than 4 (four) weeks. The Employer may consent to such request but that consent shall be in writing covering a specific period of time. Leave of Absence shall be at the sole discretion of the Employer and shall be without pay. The Employee shall not work in any other position during such Leave of Absence unless agreed to in writing by the Employer. There shall be no more than two Employees on Leave of Absence at any one time from the Geographic Area of Teamsters Local No. 879. There shall be no more than two Employees on Leave of Absence at any one time from the Geographic Area of Teamsters Local No. 141. In the event an Employee is on a Leave of Absence and another Employee requests leave to be absent from work, leave will not be granted if the jobs of those Employees are in the same category and their work locations are within 35 (thirty-five) miles of each other. The Employer will not exercise its' discretion in an arbitrary or discriminatory manner.

## ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.1 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.
- 11.2 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** scheduled by the Employer. A Permanent Full-time Employee employed **as** an emergency road service driver and the Employer may agree annually to have a standard work day consisting of 8½ hours and a standard work week consisting of 42½ hours **as** scheduled by the Employer. A Permanent Full-time Employee and the Employer may agree quarterly to have a standard work day consisting of up to 12 hours **as** scheduled by the Employer.
- 11.3 Permanent Full-time Employees will be entitled to one hour meal period without pay exclusive of the hours of work provided the work period exceeds 5 consecutive hours in a regular work day. The meal period will be determined by the department supervisor to take place between the third and sixth hour of the shift. The department supervisor and a Permanent Full-time Employee may agree to reduce the meal period to one-half hour.
- 11.4 Permanent Full-time 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 department supervisor.
- 11.5 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 department supervisor 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.
- 11.6 Permanent Full-time Employees, save and except travel agents and emergency road service drivers, will be paid for overtime approved by the department supervisor or designate worked in excess of 37½ hours in a work week at 1½ times the Employee's straight time hourly rate.

- 11.7 Permanent Full-time Employees employed as travel agents and emergency road service drivers will be paid for overtime approved by the department supervisor or designate worked in excess of 42½ hours in a work week at 1½ times the Employee's straight time hourly rate.
- 11.8 A Permanent Full-time 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 given a minimum of three hours work.
- 11.9 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.
- 11.10 The Employer determines the hours of work (shifts) of Employees. Permanent Full-time Employees may advise the Employer quarterly of requested hours of work (shifts). Where there is a conflict in such requests of two or more Permanent Full-time Employees the Employer will give preference to the Permanent Full-time Employee with the greatest seniority provided it will not adversely impact on customer service.

ARTICLE 12 - WAGES

- 12.1 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.
- 12.2 A Probationary Employee or a Temporary Employee in a classification shall be paid the hourly rate in the Probation & Temporary column of Schedule "A" that is across from that classification.
- 12.3 A Permanent Employee in a classification for less than twenty-four (24) months shall be paid the hourly rate in the Tier 1 column of Schedule "A" that is across from that classification.
- 12.4 A Permanent Employee in a classification for more than twenty-four (24) months shall be paid the hourly rate in the Tier 2 column of Schedule "A" that is across from that classification.
- 12.5 The Employer may in the absolute discretion of the Employer pay a Permanent Employee in a classification for less ~~than~~ twenty-four (24) months the hourly rate in the Tier 2 column of Schedule "A" that is across from that classification. The Employer will take into consideration the skills and abilities of that Permanent Employee.

ARTICLE 13 - PAID HOLIDAYS

13.1 The following days shall be observed, subject to the conditions in sub-Article 13.2, 13.3, 13.4 and 13.5, as paid holidays for Permanent Employees who have successfully completed their period of probation:

New Years Day  
Victoria Day  
Civic Holiday  
Thanksgiving  
Good Friday  
Canada Day  
Labour Day  
Christmas  
Boxing Day

Day before Christmas or Day before New Years Day

Payment for paid holidays will be in accordance with the provisions of the Employment Standards Act and Regulations.

13.2 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.

13.3 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 mutually agreed to by both the Employee and the department supervisor.

13.4 A Permanent Employee who has a paid holiday fall within annual vacation shall be entitled to an alternate day off on a day mutually agreed to by both the Employee and the department supervisor.

13.5 The department supervisor 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 department supervisor will select the requesting Permanent Employee with the greatest seniority within that classification at that location.



13.6

A Permanent Employee, because of religious or spiritual affiliations, may make a written request to their department supervisor for a paid holiday substituted for the paid holiday on the day before Christmas or the day before New Years Day. The request for a substituted paid holiday will not be unreasonably withheld if operationally viable.

ARTICLE 14 - PAID VACATION

14.1 Permanent Employees with less than one (1) year of continuous employment in the bargaining unit since the date of commencement of his employment for the Employer will be granted vacation pay in accordance with the provisions of the Employment Standards Act and Regulations and 1 day vacation for every full month of employment to a maximum of ten (10) days.

14.2 A Permanent Employee with more than one (1) year of continuous employment in the bargaining unit since the date of commencement of his employment for the Employer will be granted vacation and vacation pay on the following basis:

| <u>LENGTH OF CONTINUOUS EMPLOYMENT IN THE BARGAINING UNIT</u> | <u>VACATION</u> | <u>VACATION PAY AS A PERCENTAGE OF EARNINGS</u> |
|---|-----------------|---|
| 1 year but less than 4 years                                  | 2 weeks         | 4%  |
| 4 years but less than 10 years                                | 3 weeks         | 6%  |
| 10 years but less than 20 years                               | 4 weeks         | 8%  |
| 20 years or more  | 5 weeks         | 10%   |

14.3 In this Article “Earnings” means gross earnings and employment insurance payments while on maternity or parental leave of absence with written approval from the Employer and total disability payments, less vacation pay, of the Permanent Employee for the fifty-two (52) week period ending as of December 31 of the previous year.

14.4 A Permanent Employee covered by this Agreement must take vacation time off during the fifty-two (52) week period ending on the anniversary date of the commencement of his employment for the Employer. Vacation cannot be accumulated.

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

14.6 A Permanent Employee with more than one (1) year of continuous employment in the bargaining unit since the date of commencement of his employment for the Employer going on a vacation of one week or more will receive vacation pay by

separate deposit to the Employee's bank account on the pay day set out in Article 20.1 immediately before going on vacation.

14.7

Vacation periods are determined by the Employer. Permanent Employees may submit by March 15 a written request to the Employer for a vacation during the year ending April 30 of the following year. 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 on customer service. The preference given to a Permanent Employee during the months of May through to and including September shall be for no more ~~than~~ two weeks. The Employer shall post by **April 15** a list of the requests for a vacation period approved as of that date for the year ending April 30 of the following year.

## ARTICLE 15 - HEALTH AND WELFARE AND PENSION BENEFITS AND SICK LEAVE

- 15.1 The Employer and Union agree that sole obligation of the Employer for Health and Welfare 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;
  - B. 100 % of the premium for accidental death and dismemberment under the Employer group insurance plan;
  - C. 80 % of the premium for healthcare expense benefits as provided under the Employer group insurance plan;
  - D. 80 % of the premium for dental benefits as provided under the Employer group insurance plan;
  - 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.
- 15.2 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 the CAA Toronto Pension Plan for each participating and eligible Permanent Employee in the active employ of the Employer subject to the terms of the CAA Toronto Pension Plan, including any enrolment requirements, provided the Permanent Employee pays by payroll deduction the Member Contribution under the CAA Toronto Pension Plan.
- 15.3 It is expressly understood that the foregoing is not to be construed as a guarantee as to specific coverage or eligibility for benefits. Coverage or eligibility will be in accordance with the provisions of the specific insurance and pension plans held.
- 15.4 The Employer may change carriers for these insurance and pension plans and in doing so will promptly notify the Union but the coverage will not be any less than at the time of ratification of this Agreement.

15.5 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.
- (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 for which short term or long term disability insurance 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.

15.6 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.
- (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 five 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.

ARTICLE 16 - MEDICAL EXAMINATIONS

- 16.1 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.
- 16.2 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. The Employee will be reimbursed for any reasonable travel and accommodation expenses incurred to take the medical examination.
- 16.3 No Employee shall be required to take a medical examination on a Saturday unless the Employee so requests and does so voluntarily.

## ARTICLE 17 - EQUIPMENT AND CLOTHING

- 17.1 It is to the mutual advantage of both the Employer and the Employee that Employees shall not use vehicles, tools and equipment which are not in a safe operating condition and not equipped with the safety appliances required by applicable Government Regulations.
- 17.2 It shall be the duty and responsibility of Employees to report promptly in writing to the Employer on forms provided by the Employer all noticeable defects or unsafe conditions in vehicles, tools and equipment.
- 17.3 It shall be the duty and responsibility of the Employer to maintain all vehicles, tools and equipment in a safe operating condition in accordance with the applicable Government Regulations. The Employer will use a licensed mechanic where required by the applicable Government Regulations.
- 17.4 It shall be the duty and responsibility of Employees to use, vehicles, tools and equipment safely and with due care to avoid risks to Employees, clients, members, property and the public.
- 17.5 The Employer recognizes the right of **an** Employee to refuse to work in accordance with the provisions of the Occupational Health & Safety Act.
- 17.6 **An** Employee shall reimburse and indemnify the Employer for damage caused by the Employee's negligence to the property of the Employer, Employees, clients, members or the public.
- 17.7 The Employer agrees to provide up to a maximum of \$125.00 annually for footwear purchased by drivers and mechanics. The footwear purchased must meet **standards** set pursuant to the Canadian Standards Association requirements set out in CAN/CSA Z195-M92 Grade I. The drivers and mechanics must provide receipts **for** the purchases of footwear.
- 17.8 The Employer agrees that if an Employee is required to wear any **kind** of uniform or career wear **as** a condition of his continued employment, such uniform or career wear shall be furnished by the Employer and maintained by the Employee. The Employer shall pay up to \$400 in a calendar year for the cost of the uniform or career wear and the Employee shall pay the balance of the cost of the uniform or career wear. The uniform or career wear shall be maintained at the standard required by the Employer.



ARTICLE 18 - GENERAL

18.1 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:

Spouse, Common-law Spouse,  
child, step child, mother, father, grandchild 5 consecutive working days

Brother, sister, step parents, mother-in-law,  
father-in-law, sister-in-law, brother-in-law,  
grandparents, son-in-law, daughter-in-law 3 consecutive working days

Aunt, uncle, niece, nephew 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 shall provide the Employer with a photocopy of the obituary notice from the newspaper or funeral home regarding the death of the immediate family member.

18.2 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 by the Employees.

18.3 Meetings and Training;

The Employer will endeavour to give an Employee a minimum of one week notice of a staff meeting or training not taking place during the Employee's scheduled hours of work. If one week notice is not given to the Employee he may request to be excused from such staff meeting or training and the request will not be unreasonably denied.

**An** Employee will be paid at the Employee's straight time hourly rate for such a staff meeting or training taking place on Monday to Friday.

**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 a Saturday or Sunday and not during the Employee's scheduled hours of work.

18.4 Jury or Witness Duty

- (a) A Permanent Employee who:
- i. receives a subpoena and appears as a witness in a case to which he is not a party or related to a party, or
  - ii. receives a summons and reports for jury duty,
- in the Province of Ontario, shall be paid the difference between the witness or jury duty payment and his regular straight time pay per day for each day spent in testifying or performing such jury duty and provided the Permanent Employee would otherwise have been scheduled to work for and does not work for the Employer.
- (b) In order to receive payment under Article 18.4(a) a Permanent Employee must:
- (i) comply with the provisions of Article 18.4(a),
  - (ii) give reasonable prior notice to the Employer that he has been required for such witness or jury duty and must furnish satisfactory evidence that such witness or jury duty was performed on the days for which payment is claimed, and
  - (iii) must present himself at work as soon as possible after the completion of such witness or jury duty and establish that the duration of his absence was caused by the time necessary to complete such witness or jury duty.

18.5 Education

The tuition fees shall be reimbursed to a Permanent Employee 50% on providing proof of enrolment and admission and 50% on providing proof of successful completion of educational/vocational/first aid courses at a recognized educational institution, where:

- (a) written approval has been obtained from the Employer prior to the commencement of such educational/vocational/first aid courses, and
- (b) the Employer agrees that such educational/vocational/first aid courses bear significant relevance to the Permanent Employee's current job or recognized career path with the Employer.

ARTICLE 19 - HEALTH & SAFETY

19.1 A joint Health & Safety Committee shall be constituted consisting of **six** (6) representatives of Management and six (**6**) representatives of Permanent Employees. One representative of Management or Permanent Employees shall be selected from each of the following locations:

Guelph  
Cambridge  
London - Wellington  
London Mall  
London - Bessemer Road Service Centre  
Woodstock  
Kitchener - Highland Hills  
Kitchener - Manitou

The five (5) other representatives of Management or Permanent Employees may be selected from the Kitchener - Manitou and London - Bessemer Road Service Centre locations.

19.2 The Committee shall meet at least four (**4**) times a year. Minutes shall be taken of all meetings and copies posted.

## ARTICLE 20 - PAY PERIODS

- 20.1 The Employer shall issue pay deposit slips for a semi-monthly pay period on the day the deposit is made to the Employee's bank account. The pay deposit shall be made on the fourteenth (14th) and twenty-eighth (28th) day of each month. In the event the fourteenth (~~14th~~) or twenty-eighth (28th) day fall on a Saturday or Sunday or public holiday the deposit slips will be issued and the deposit will be made on the day prior to the Saturday or Sunday or holiday. The Union acknowledges that deposits may not be made from time to time due to emergencies or computer errors or other causes beyond the control of the Employer.
- 20.2 A travel agent will be paid on the fourteenth (14th) day of each month his commission earned during the previous month adjusted as set out in Article 20.3. A travel agent will be paid on the twenty-eighth (28th) day of each month his hourly base rate for that month calculated on the basis of his scheduled hours for that month.
- 20.3 The Employer will adjust the payment received by a travel agent on the fourteenth (14th) day of each month by the amount (plus or minus) that the travel agent should have been paid for his actual hours worked during the previous month compared to what he was paid for his scheduled hours during the previous month.

ARTICLE 21 - TEMPORARY EMPLOYEES

- 21.1 The Employer is entitled to employ Temporary Employees in addition to Permanent Employees.
- 21.2 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 Union (412 Rennie Street, Hamilton, Ontario, L8H 3P5 and 426 Third Street, London, Ontario, N5W 4W6) within 30 days.
- 21.3 No terms of this Agreement shall apply to Temporary Employees other than the terms of Articles 3.1, 3.2, 3.7, 3.8, 4.1, 6, 8, 9.1, 16, 17, 20 and 21.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 The term of this Agreement shall be from September 1, 2000 to August 31, 2003 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 of its termination, either party shall furnish the other with notice of termination or proposed revision of this Agreement. The changes in Schedule "A" from the previous Agreement shall be effective January 1, 2001 and the other changes from the previous Agreement shall be effective on signing of this Agreement.

Other

22.2 The Employer and Union agree that no disciplinary action or other form of reprisal will be taken by the Employer or Union against an Employee or management personnel for any conduct during or related to the strike that took place in January/February of 2001.

22.3 The Employer will pay a lump sum bonus of 5% of each Employee's total earnings (inclusive of overtime and commission) for the period September 1, 2000 to December 31, 2000. The bonus will only be paid to an Employee who is actively employed by the Employer at the time of the ratification of the memorandum of agreement dated January 31, 2001.

22.4 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 14<sup>th</sup> day of ~~February~~<sup>June</sup>, 2001.

**For the Company**

*Al Becker*  
.....

*Karen Bor*  
.....

.....

**For the Union**

*Paul Fletcher Local 141*  
.....

*Jim Chalmeres Local 879*  
*J. M. Leary*  
.....

*John Milcan*  
.....

SCHEDULE A

APPENDIX I

TRAVEL CONSULTANTS

Base Rates

Travel Consultants will be paid the following base rates:

| Level   | Hourly Wage |
|---|-------------|
| Probationary and Temporary Travel Consultants                 | \$10.50     |
| Tier One Travel Consultants (less than or equal to 24 months) | \$ 10.70    |
| Tier Two Travel Consultants (25 plus months)                  | \$ 10.90    |

It is noted that there will be times during the normal hours of work when a Permanent 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, the Permanent Travel Consultant may qualify to be paid an additional \$2.00 per hour. Permanent 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 - Permanent Travel Consultants

In addition to the base rate, Permanent Travel Consultants will receive commission based on a percentage of the revenue they generate on a monthly basis.

The commission percentage will be set each month based on the Permanent Travel Consultant's total revenue generated for the twelve months ending that month. The following schedule lists the revenue increments required to qualify for commission levels.

| Commission Rate | Total 12 Month Ending Revenue Generated |
|-----------------|---|
| 3.50%           | up to \$55,999                          |
| 5.00%           | \$56,000 – 59,999                       |
| 7.50%           | \$60,000 – 69,999                       |
| 9.75%           | \$70,000 – 74,999                       |
| 12.75%          | \$75,000 – 79,999                       |
| 14.50%          | \$80,000 – 84,999                       |
| 16.00%          | \$85,000 – 89,999                       |
| 17.75%          | \$90,000 – 94,999                       |
| 18.25%          |   |
| 18.75%          | \$100,000 – 104,999                     |
| 19.25%          | \$105,000 – \$109,999                   |
| 19.75%          | \$110,000 – \$114,999                   |
| 20.00%          | \$115,000 +                             |

|        | Revenue Generated |
|--------|-------------------|
| 3.50%  | \$ 0 – 4,666      |
| 4.00%  | \$4,667 – 4,999   |
| 5.50%  | \$5,000 – 5,833   |
| 7.75%  | \$5,834 – 6,249   |
| 10.75% | \$6,250 – 6,666   |
| 11.50% | 6,667 – 7,083     |
| 14.00% | \$7,084 – 7,499   |
| 15.75% | \$7,500 – 7,916   |
| 16.25% | \$7,917 – 8333    |
| 16.75% | \$8,334 – 9166    |
| 17.50% | \$9,167 – 9,999   |
| 18.25% | \$10,000 – 10,417 |
| 18.50% | \$10,418 – 10,832 |
| 19.00% | \$10,833+         |

|                                |   |  |    |   |
|--------------------------------|---|--|----|---|
|                                |   |  |    | <b>Top Ten Measurement:</b> Based on revenue generated, the top ten (10) Permanent Travel Consultants who achieve the highest revenue |
|                                | Position  | Bonus  |    |   |
|                                | 5   | \$ 266   | 10 | \$ 133<br>\$ 100  |
|                                |   |  |    |   |
| <b>Bonus</b>                   | <b>Compensation</b>   | <b>Qualification Critérium</b>   |    |   |
| <b>Group Performance Bonus</b> | 1% of the Travel Consultant's wages and commission (excluding overtime) | <b>Group Performance Measurement</b> is based on two <b>equally weighted components</b> :<br><b>Store Revenue Measurement:</b> If the store achieves annual consolidated revenue plan (for all lines of business), the Permanent Travel Consultant will be paid 50 % of the bonus.<br><b>Group Quality Measurement</b> If the store achieves an 'A' annual average Quality Audit Score (measured over the calendar year), the Permanent Travel Consultant will be paid 50% of the bonus. |    |   |

The base rates will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002.



SCHEDULE A

APPENDIX II

MEMBER SERVICES COUNSELOR

Base Rates

Member Services Counselors will be paid the following base rates:

| Level  | Hourly Wage |
|--|-------------|
| Probationary / Temporary Employee  | \$ 9.50     |
| Tier One Permanent Member Services Counselor (less than or equal to 24 months) | \$ 10.60    |
| Tier Two Permanent Member Services Counselor (25 plus months)                  | \$10.90     |

Commission Schedule

Permanent Member Services Counselors will be paid according to the following commission schedule monthly for medical insurance sales transactions and new Plus membership sales transactions or upgrades from Basic to Plus membership.

| PLUS Membership Sales Transactions   | Commission          |
|--|---------------------|
| Any new PLUS Membership sales package or upgrade from a Basic to a PLUS Membership sales package | \$ 1.50 transaction |
| Medical Insurance Sales Transactions   | Commission          |
| Any medical insurance product sales transaction  | \$1.10 transaction  |

Bonus Schedule- Permanent Member Services Counselors

| Rules for 'Top Ten' Quality Bonus Compensation and Qualification  |  |  |
|---|--|--|
| second half of the calendar year to receive the bonus. <ul style="list-style-type: none"> <li>The bonus will be paid out within 30 days of the end of the second and fourth calendar quarter.</li> <li>The Permanent Member Services Counselor must be in the employ of CAA MidWestern Ontario at the time of payout to receive the bonus.</li> </ul> |  |  |
| Bonus   | compensation   | Qualification Critérium  |
| 'Top Ten' Quality Bonus<br>The Top Ten' of all permanent Member Services Counselors for Mid-Western Ontario   | \$200.00 will be paid to each of the Top Ten Member Services Counselors.         | Quality Measurement. Based on customer survey ratings and feedback, the ten (10) Permanent Member Services Counselors who achieve the highest customer service quality score during the first and second half of each calendar year receive the bonus of \$200.00 for each half calendar year.   |
| Bonus   | Compensation   | Qualification Critérium  |
| Group Performance Bonus   | 1% of the Member Services Counselor's wages and commission (excluding overtime). | Performance Measurement: If the store achieves annual consolidated revenue plan for all lines of business, the Permanent Member Services Counselor will be paid 1% of the bonus amount.<br>Group Quality Measurement: If the store achieves an annual 'A' average Quality Audit Score, the Permanent Member Services Counselor will be paid 50% of the bonus amount. |

The base rates will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002.

SCHEDULE A

APPENDIX III

EMERGENCY ROAD SERVICE DRIVER

Base Rates

Emergency Road Service Drivers will be paid the following base rates:

| Level  | Hourly Wage |
|--|-------------|
| Probationary/ Temporary Employee                   | \$10.25     |
| Tier One Driver (less than or equal to 24 months)* | \$11.50     |
| Tier Two Driver (25 plus months)                   | \$12.90     |
| Light Service Rate**                               | \$11.60     |

\* Rate applies to regular and light service drivers

\*\* Light Service Rate: Any Tier Two ERS Driver may request the light service rate because he is unable to perform tire changes and dollie calls.

Bonus Schedule - Permanent Emergency Road Service Drivers

| Rules for Bonus Compensation and Qualification   |   |  |
|--|---|--|
| <ul style="list-style-type: none"> <li>The Permanent ERS Driver must be in that position and in the employ of CAA MidWestern Ontario for that entire quarter to receive the bonus.</li> <li>The bonus will be paid out within 30 days of the end of the calendar quarter.</li> <li>The Permanent ERS Driver must be in the employ of CAA Midwestern Ontario at the time of payout to receive the bonus.</li> </ul> |   |  |
| Bonus  | Compensation  | Qualification Critérium  |
| Group Performance Bonus  | 2% of the permanent Driver's total wages (excluding overtime) | <p>Group Performance is based on two key <b>productivity</b> and <b>quality</b> measures:</p> <ol style="list-style-type: none"> <li>Fleet Calls Per Hour Quarterly Targets. If the department achieves the quarterly target, the Permanent ERS Driver will be paid 50% of the bonus amount.</li> <li>One percentage point increase in the quarterly <b>Quality Measure</b> in the AAA Top Box Satisfaction score of the Association ERS Performance Report. If the department achieves a one percentage point increase (i.e. 74% to 75%) in this score, from one calendar quarter to the next calendar quarter, the Permanent ERS Driver will be paid 50% of the bonus amount. When a score of 85% is achieved and maintained from one calendar quarter to the next, the Permanent ERS Driver will be paid 50% of the bonus amount.</li> </ol> <p>This will commence with comparisons between the first calendar quarter in 2001 and the second calendar quarter in 2001.</p> |

Commission Schedule - Permanent ERS Driver

Permanent ERS Drivers will be paid according to the following commission schedule monthly.

|   |  |
|---|--|
| <p><b>PLUS Membership Sales Transactions</b><br/>Any new PLUS Membership sales package or upgrade from a Basic to a PLUS Membership sales package</p> | <p><b>Commission</b><br/>\$ 1.50 / transaction</p>   |
| <p><b>Battery Sales</b><br/>Commission will be paid on "net" sold batteries per driver according to the Commission Schedule</p>                       | <p><b>Commission Schedule</b><br/>1 battery sold per day = \$ 7.00 per battery<br/>2 batteries sold per day = \$ 8.00 per battery<br/>3 batteries sold per day = \$ 9.00 per battery<br/>4 or more batteries sold per day = \$ 10.00 per battery</p> |

The base rates will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002

SCHEDULE A

APPENDIX IV

CALL RECEIVERS

Base Rates

The Call Receivers will be paid the following base rates

| Level   | Hourly Wage |
|---|-------------|
| Probationary/ Temporary Employee                            | \$8.90      |
| Tier One Call Receiver<br>(Less than or equal to 24 months) | \$9.56      |
| Tier Two Call Receiver<br>(25 plus months)                  | \$10.08     |

Bonus Schedule- Permanent Call Receivers

| Rules for Bonus Compensation and Qualification   |  |   |
|--|--|---|
| <ul style="list-style-type: none"> <li>The Permanent ERS Call Receiver must be in that position and in the employ of CAA Midwestern Ontario for that entire quarter to receive the bonus.</li> <li>The bonus will be paid out within 30 days of the end of the calendar quarter.</li> <li>The Permanent ERS Call Receiver must be in the employ of CAA Midwestern Ontario at the time of payout to receive the bonus.</li> </ul> |  |   |
| Bonus  | Compensation   | Eligibility Criterion   |
| Group Performance Bonus  | 2% of the Call Receiver's total wages (excluding overtime) | <p>Group Performance is based on two key productivity and quality measures.</p> <ol style="list-style-type: none"> <li>Fleet Calls Per Hour Quarterly Targets. If the department achieves the quarterly target, the Permanent ERS Call Receiver will be paid 50% of the bonus amount</li> <li>One percentage point increase in the quarterly Quality Measure in the AAA Top Box Satisfaction score of the Association ERS Performance Report. If the department achieves a one percentage point increase (i.e. 74% to 75%) in this score, from one calendar quarter to the next calendar quarter, the Permanent ERS Call Receiver will be paid 50% of the bonus amount. When a score of 85% is achieved and maintained from one calendar quarter to the next the Permanent Call Receiver will be paid 50% of the bonus amount</li> </ol> <p>This will commence with comparisons between the first calendar quarter in 2001 and the second calendar quarter in 2001.</p> |

Commission Schedule- Permanent Call Receiver

Permanent Call Receivers will be paid according to the following commission schedule monthly

|   |   |
|---|---|
| <p><b>PLUS Membership Sales Transactions</b><br/>Any new PLUS Membership sales package or upgrade from a Basic to a PLUS Membership sales package</p> | <p><b>Commission</b><br/>\$ 1.50 / transaction</p>        |
| <p><b>Battery Sales</b><br/>Any successful "net" battery sale referral</p>  | <p><b>Commission</b><br/>\$ 1.00 / "net" battery sale</p> |

The base rates will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002.

SCHEDULE A

APPENDIX V

DISPATCHERS

Base Rates

The Dispatchers will be paid the following base rate:

| Level  | Hourly Wage |
|--|-------------|
| Probationary / Temporary Employee                        | \$10.75     |
| Tier One Dispatcher<br>(Less than or equal to 24 months) | \$12.38     |
| Tier Two Dispatcher<br>(25 plus months)                  | \$13.62     |

Bonus Schedule- Permanent Dispatcher

| Rules for Bonus Compensation and Qualification   |   |  |
|--|---|--|
| <ul style="list-style-type: none"> <li>The Permanent ERS Dispatcher must be in that position and in the employ of CAA Midwestern Ontario for that entire quarter to receive the bonus.</li> <li>The bonus will be paid out within 30 days of the end of the calendar quarter.</li> <li>The Permanent ERS Dispatcher must be in the employ of CAA Midwestern Ontario at the time of payout to receive the bonus.</li> </ul> |   |  |
| Bonus  | Compensation  | Qualification Critérium  |
| Group Performance Bonus  | 2% of the Dispatcher's total wages (excluding overtime) | <p>Group Performance is based on two key productivity and quality measures.</p> <ol style="list-style-type: none"> <li>Fleet Calls Per Hour Quarterly Targets. If the department achieves the quarterly target, the Permanent Dispatcher will be paid 50% of the bonus amount</li> <li>One percentage point increase in the quarterly Quality Measure in the AAA Top Box Satisfaction score of the Association ERS Performance Report. If the department achieves a one-percentage point increase (i.e. 74% to 75%) in this score, from one calendar quarter to the next calendar quarter, the Permanent Dispatcher will be paid 50% of the bonus amount. When a score of 85% is achieved and maintained from one calendar quarter to the next, the Permanent Dispatcher will be paid 50% of the bonus amount.</li> </ol> <p>This will commence with comparisons between the first calendar quarter in 2001 and the second calendar quarter in 2001.</p> |

Permanent Dispatchers will be paid according to the following commission schedule monthly for new Plus membership sales transactions or upgrades from Basic to Plus membership.

| PLUS Membership Transactions Sales Transactions         | Commission            |
|---|-----------------------|
| Any new PLUS Membership sales package or upgrade from a | \$ 1.50 / transaction |

SCHEDULE A

APPENDIX VI

**MEMBERSHIP RENEWAL SALES REPRESENTATIVE**

(Replaces the Specialty Sales Representative)

Base Rates

Membership Renewal Sales Representative will receive a minimum payment equivalent to \$12.50 per hour on an annual basis, adjusted monthly.

Commission Schedule

| Type of Renewal   | Commission |
|---|------------|
| Regular LATE Renewals (at least three (3) weeks past expiry). | \$3.00     |
| Credits on Adjusted Membership files.                         | \$3.00     |
| Failed Auto Renew Membership files.                           | \$3.00     |

**NEWS**

| Type of Membership                            | Commission |
|---|------------|
| New PLUS Membership Package Sale.             | \$1.50     |
| Upgrade Basic to Plus Membership Sale.*       | \$1.50     |
| New RV Membership or upgrade to RV Plus Sale! | \$1.50     |

Bonus Schedule – Permanent Membership Renewal Sales Representative

| Rules for Bonus Compensation and Qualification  |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>The permanent Membership Renewal Sales Representative must be in that position and in the employ of CAA MidWestern Ontario for that entire calendar year to receive the bonus.</li> <li>The bonus will be paid out within 30 days of the end of the calendar year.</li> <li>The Membership Renewal Sales Representative must be in the employ of CAA MidWestern Ontario at the time of payout to receive the bonus.</li> </ul> |   |  |
| Bonus   | Compensation  | Qualification Critérium  |
| Retention Bonus   | 1% of the Membership Renewal Sales Representative's total wages (excluding overtime). | Retention Measure: Based on achievement of the corporate Membership Renewal Rate of 90%, the permanent Membership Renewal Sales Representative will receive a bonus of 1% of his / her total wages for that calendar year. |

The minimum payment per hour will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002.

JOB CLASSIFICATIONS: HOURLY RATES  
APPENDIX VII

| CLASSIFICATION                            | PROBATIONARY / TEMPORARY | TIER 1<br>Up to or =<br>24 MONTHS | TIER 2 OR<br>25 + MONTHS |
|---|--------------------------|-----------------------------------|--------------------------|
| GENERAL HELPER                            | \$ 8.75                  | \$ 9.30                           | \$ 9.50                  |
| AUTO ROUTING COUNSELOR                    | \$ 8.75                  | \$ 9.50                           | \$ 9.85                  |
| MEMBERSHIP CLERK                          | \$ 9.10                  | \$ 9.70                           | \$ 10.65                 |
| SHIPPER RECEIVER                          | \$ 9.45                  | \$ 10.10                          | \$ 11.00                 |
| ERS SECRETARY                             | \$ 9.60                  | \$ 10.70                          | \$ 11.85                 |
| JUNIOR ACCOUNTING CLERK                   | \$ 9.50                  | \$ 10.70                          | \$ 11.85                 |
| TELESERVICE - MEMBER SERVICE<br>COUNSELOR | \$ 9.50                  | \$ 10.70                          | \$ 11.85                 |
| SENIOR ACCOUNTING CLERK                   | \$ 10.40                 | \$ 11.65                          | \$ 12.45                 |
| TELESERVICE-MSC PLUS                      | N/A                      | \$ 12.10                          | N/A                      |
| ACCOUNTING ASSOCIATE                      | \$ 12.50                 | \$ 13.35                          | \$ 13.65                 |
| GROUP TRAVEL ADMINISTRATOR                | \$ 12.50                 | \$ 13.35                          | \$ 13.65                 |
| TELESERVICE TRAVEL COUNSELOR              | \$ 12.60                 | \$ 13.37                          | \$ 13.75                 |
| TELESERVICE UNIVERSAL                     | \$ N/A                   | \$ 14.25                          | \$ 14.76                 |
| SENIOR ACCOUNTANT                         | \$ 14.00                 | \$ 14.70                          | \$ 15.50                 |
| MECHANIC                                  | \$ 15.90                 | \$ 16.85                          | \$ 18.20                 |

Bonus Schedule – Permanent Employees In Appendix VII Hourly Rate Job Classifications

| Rules for individual Corporate Results Based Bonus Compensation and Qualification  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>The Permanent employee in the Hourly Job Rate Classifications must be in that position and in the employ of CAA Midwestern Ontario for the entire calendar year to receive the bonus for that year.</li> <li>The bonus will be paid within 60 days of the end of the calendar year.</li> <li>The Permanent employee in the Hourly Job Rate Classifications must be in the employ of CAA MidWestern Ontario at the time of payout to receive the bonus.</li> </ul> |  |  |
| Bonus  | Compensation   |  |
| Individual Corporate Results Based Bonus   | 1% of the Hourly Job Rate Classification Employee's total wages (excluding overtime) | If CAA Midwestern Ontario achieves its profit plan for the calendar fiscal year as per the budget approved by the Board of Directors, all permanent employees in the Hourly Job Rate Classifications will receive a 1 % bonus based on wages (excluding overtime). |

The base rates will increase by \$.05 on September 1, 2001 and by \$.05 on September 1, 2002.