

# **COLLECTIVE AGREEMENT**

**between**

**W.E. TRAVEL**

**and**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES and its Local 3532**



**Effective: September 1, 2023**  
**Expiry: August 31, 2027**

## **Territorial Land Acknowledgement**

The Parties recognize and acknowledge W.E. Union Travel is located on traditional unceded territories. Without the sacrifices and injustices many Indigenous people have faced and still face today, we would not be standing here. CUPE 3532 and its Employer commit to standing in solidarity with and supporting the First Nations Peoples of Canada by working to decolonize our organization and practices to combat oppression.

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**THIS COLLECTIVE AGREEMENT MADE:**

**between**

**W.E. Travel  
(hereinafter called the "Employer")  
Party of the First Part**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3532  
(hereinafter called the "Union")  
Party of the Second Part**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** It is the purpose of both Parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether

any of these rights is limited by this Agreement will be decided through the grievance and arbitration procedure.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3532 as the sole and exclusive collective bargaining agent for all of its employees save and except outside sales staff and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

### **3.03 No Other Agreements**

No employee will be required or permitted to make a written or verbal agreements with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

### **3.04 Right of Fair Representation**

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

## **ARTICLE 4 - HUMAN RIGHTS**

### **4.01 Employer Will Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer,

layoff, recall, discipline, discharge nor by reason of their membership or non-membership in the Union.

Both Parties agree that it will follow the Ontario Human Rights Code. The Code prohibits actions that discriminate against people based on a protected ground in a protected social area.

Protected grounds are:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation.
- Acquired Immune Deficiency Syndrome (AIDS)
- AIDS-related complex (ARC)
- positive Human Immunodeficiency Virus (HIV) status
- Political or religious affiliation or activity

Protected social areas are:

- Accommodation (housing)
- Employment
- Goods, services and facilities
- Membership in Unions, trade or professional associations.

#### **4.02 Personal Rights**

The rules, regulations and requirements of employment will be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

## 4.03 Harassment

1. Employees have a right to work in an environment free of personal and sexual harassment. Harassment in the workplace includes threats or a pattern, or single instance of aggressive, or insulting behavior by a person in the workplace, where the person knows or reasonably ought to know that his or her behavior is likely to create an intimidating or hostile workplace. Harassment includes, but is not limited to, sexual harassment, gender/ Sexual Preference harassment, racial and ethnic harassment, and personal/workplace harassment whether or not it is based on the prohibited grounds outlined in the *Ontario Human Rights Code*. The following definitions apply for purposes of this Agreement:

**Harassment:**

Any vexatious comment or conduct that is known or should reasonably be known to be unwelcome, such as:

- a) insulting remarks, gestures or practical jokes of a nature which cause awkwardness or embarrassment;
- b) offensive comments and/or actions which demean, humiliate or threaten an Individual or group;
- c) displaying or distributing pornographic, pin-up pictures, or other offensive pictures or written material;
- d) refusing to talk to, or work with, a person by reason of any of the prohibited grounds listed in 4.01 above;
- e) unnecessary physical contact, such as touching, patting or pinching;
- f) physical assault
- g) reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Collective Agreement

**Sexual Harassment:** Any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships, or endangers an employee's employment status or potential. Sexual harassment includes, but is not limited to:

- a) Unwanted attention of a sexually--oriented nature; or
- b) Displaying or distributing pornographic, pin-up pictures, graffiti or other offensive pictures or written material; or
- c) Leering (suggestive staring), or
- d) Demand for sexual favours or unwanted sexual overtures; or
- e) Unnecessary physical contact, such as touching, patting or pinching; or
- f) Sexual assault;

- g) Implied or expressed promise of reward for complying with a sexually-oriented request; or
- h) Implied or expressed threat of reprisal actual reprisal or the denial of opportunity for the refusal to comply with a sexually-oriented request; or;
- i) Sexually-oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

**Gender and Sexual Preference Harassment**

Include offensive comments and/or actions, and or exclusion from that to which a persons(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and /or cause personal humiliation, on the basis of sexual preference or gender but which may not be sexually motivated.

**Racial/ethnic harassment**

Includes offensive comments and /or actions, and /or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and/or ancestry, but which may not be sexually motivated.

- 2. Cases of harassment will be considered discrimination and may be processed as a grievance. When the alleged harasser is the person who would normally deal with the first (1<sup>st</sup>) step of such grievance, the grievance will automatically be sent forward to the next step.
- 3. In cases of sexual harassment, no information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 4. Reference in this Article to personal harassment is not intended to reduce or in any other way negatively affect the Employer's right to manage, direct, counsel and discipline employees.

**ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

**5.01 All Employees to be Members**

All employees of the Employer will, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union except the President, Vice-President, General Manager, Business Manager and Branch Managers, Accounting Personnel. As a condition of employment, all new employees will become

and remain members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Check-Off Payments**

The Employer will deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **6.02 Deductions**

Deductions will be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The cheque will be accompanied by a list of the names, addresses, classifications and sex of employees from whose wages the deductions have been made.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer will type on the amount of Union dues paid by each Union members in the previous year.

## **ARTICLE 7 - EMPLOYER AND UNION WILL ACQUAINT POTENTIAL EMPLOYEES**

### **7.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

### **7.02 Interviewing Opportunity**

On commencing employment, the employee's immediate supervisor will introduce the new employee to his/her Union Steward or Representative. An Officer of the Union will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first (1<sup>st</sup>) month of employment for the purpose of acquainting the new employee with the benefits and

duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8 - CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto will pass to and from the Vice-President of W.E. **Union** Travel and the President/designate and Recording Secretary of the Union, and the CUPE National Representative, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement will be forwarded to the President/designate and Secretary of the Union or his/her designate.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

### **9.01 Establishment of Committee**

A Labour Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will enjoy the full support of both Parties in the interests of improved service to the public, and job security for the employees. The Committee will meet at the request of either Party and minutes of such meetings will be prepared and both Parties will receive a copy.

### **9.02 Jurisdiction of Committee**

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **10.01 Union Bargaining Committee**

A Union Bargaining Committee will be elected or appointed. The Union will advise the Employer of the Union members of the Committee.

### **10.02 Function of Bargaining Committee**

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, will be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### **10.03 Meeting of Committee**

In the event either Party wishes to call a bargaining meeting, the meeting will be held at a time and place fixed by mutual agreement.

### **10.04 Time Off For Meeting**

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, will have the right to attend meetings held within working hours without loss of remuneration.

### **10.05 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to sponsor education functions such as seminars, workshops, lecturers, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist

any employee whom the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

### **11.02 Names of Stewards**

The Union will notify the Employer in writing of the name of the Steward before the Employer will be required to recognize them.

### **11.03 Grievance Committee**

The Grievance Committee shall be composed of the President, Vice President, and the Steward.

### **11.04 Permission to Leave Work**

The Employer agrees that Stewards will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

The Union recognizes that each Steward is employed full-time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward will leave their work without obtaining the permission of their supervisor, which permission will be given within an hour.

### **11.05 Definition of Grievance**

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

### **11.06 Settling of Grievances**

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

#### **Step 1**

The aggrieved employee(s) with the support of the local's steward or Union representative shall bring forward the matter of complaint (the grievance) to their supervisor or Vice President verbally to attempt in finding a resolution. The Employer shall submit to the grievor and the Union their decision within 10 days of hearing the grievance. At each step of the Grievance Procedure the grievor will have the right to be present.

**Step 2** Failing satisfactory settlement within **ten (10)** working days after the dispute was submitted under **Step 1**, the Steward will submit to the **Vice President** a written statement of the particulars of the grievance and the redress sought. The **Vice President** will render his/her decision within five (5) working days after receipt of such notice.

**Step 3** Failing a satisfactory settlement being reached in **Step 2**, the Union may refer the dispute to arbitration.

### **11.07 Bypass of Step 1**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, or there is a grievance pertaining to termination, layoff/ recall and/or harassment, step 1 of this Article may be bypassed.

### **11.08 Union May Institute Grievances**

The Union and its Representatives will have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 3.

### **11.09 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly, or indirectly with the aggrieved employee, without the consent of the Union. Violation of this section will result in the grievance being allowed.

### **11.10 Grievance on Safety, Etc.**

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) will have the right to file a grievance in the second (2<sup>nd</sup>) step of the Grievance Procedure for preferred handling.

### **11.11 Replies in Writing**

Replies to grievances stating reasons will be in writing at all steps.

### **11.12 Faculties for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

### **11.13 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement will form part of this Collective Agreement and area subject to the grievance and arbitration procedure.

### **11.14 Failure to Act Within Time Limits**

If the grievor or the Union fails to process a grievance to the next step in the Grievance Procedure within the time limits specified they will not be deemed to have prejudiced their position in arbitration.

### **11.15 Mediation**

The Parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 4 above, the Parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The Parties will share equally the fees and expenses, if any, of the mediator.

## **ARTICLE 12 - ARBITRATION**

### **12.01 Notice of Arbitration**

Either Party may, within ten (10) working days after the grievance procedure under Article 11 has been exhausted, notify the other Party in writing of its desire to submit the grievance to arbitration. Request will be made by registered mail or via email to the other Party of the Agreement. The Notice of Intention to invoke the Arbitration Procedure shall contain the name of the Union's Nominee to act as sole arbitrator.

## **12.02 Arbitrator Nominees**

If the Parties are unable to agree on the appointment of an arbitrator within forty-five (45) calendar days following the referral of a grievance to arbitration, either Party may request that the Ministry of Labour appoint an arbitrator in accordance with the provisions of Section 49(4) of the Ontario Labour Relations Act.

## **12.03 Notification to Arbitrator**

The Party requesting that a grievance be submitted to arbitration will notify the **agreed to** Arbitrator within five (5) days, who will hear and determine the matter without any undue delay.

## **12.04 Procedure**

- 1) In resolving disputes, the Arbitrator will have regard to the real substance of the matters in dispute and the respective merits of the positions of the Parties, and will apply principles consistent with the Labour Relations Code and not be bound by a strict legal interpretation of the issue in dispute.
- 2) The Arbitrator will have the power to receive and accept evidence and information on oath, affidavit, or otherwise, as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- 3) A grievance or arbitration will not be deemed invalid by reason of a defect in form, a technical irregularity, or an error or procedure on just and reasonable terms.

## **12.05 Decision of the Arbitrator**

The decision of the Arbitrator will be final, binding and enforceable on a Parties, and may not be changed. The Arbitrator will not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, they will have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.

In the event the arbitrator deals with a matter relating to discharge, suspension or disciplinary action, the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award they may deem just and reasonable which would be consistent with the terms of the Agreement.

**12.06 Disagreement on Decision**

Should the Parties disagree at the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision.

**12.07 Expenses of the Arbitrator**

Each Party will pay one-half (½) of the fees and expenses of the Arbitrator.

**12.08 Amending of Time Limits**

The time limits in both the Grievance and Arbitration Procedure may be extended by consent of the Parties. The time limits in this Agreement are not mandatory but merely discretionary.

**12.09 Witnesses**

At any stage of the Grievance or Arbitration Procedure, the Parties will have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements will be made to permit the conferring Parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. The Employer agrees that any oral or written statement against any member of the bargaining unit by another member of the bargaining unit will not be used in grievances, arbitrations, or any other matter, that could be detrimental to employees or to the Union, except in grievances involving sexual harassment.

**ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**13.01 Discharge and Discipline Procedure**

Employees may only be disciplined or dismissed for just cause. Prior to the imposition of discipline or discharge, an employee will be given the reason in the presence of his/her Steward or Union Representative. Such Employee and the Union will be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this clause will render the discipline or discharge null and void.

### **13.02 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended will be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure will be omitted in such cases.

### **13.03 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause will rest with the Employer. Evidence will be limited to the grounds stated in the discharge and discipline notice to the employee.

### **13.04 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged will be immediately reinstated in his/her former position without loss of seniority. The Employee will be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### **13.05 Crossing of Pick Lines During Strike**

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employee or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved.

### **13.06 Political Action**

No employee will be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

### **13.07 Right to Have Steward Present**

An employee will have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to

interview an employee for disciplinary purposes, the Supervisor will so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or Local Union Officer will have the right to consult with a CUPE Staff Representative and to have **them** present at any discussion with supervisory personnel which might be the basis of disciplinary action.

### **13.08 Personnel Records**

An employee will have the right at any time to have access to and review his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof will become part of the employee's record.

No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.

An Employee will have the right to make copies of any material contained in his/her personnel record.

### **13.09 Reports Relating to Disciplinary Action**

When a report pertaining to an Employee's work performance or conduct which may be detrimental to the Employee's advancement or standing with the Employer is placed on that Employee's personnel file, the Employee shall be given the opportunity, within 10 working days, to sign the report in question and indicate that its contents have been read.

The Employee has the right to reply to such a report and that reply shall become part of the Employee's file.

The Employee has the right to have a copy of the report forwarded by the Employer to the Union Steward or Union Unit President.

If the Employee wishes to grieve over the contents of the adverse report, such grievance shall be initiated within thirty (30) working days of the date the report was signed by the Employee.

The record of an Employee shall not be used against the Employee at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. The records shall be destroyed provided no additional adverse reports are written within the

twelve (12) month period with the exception of any disciplinary action pertaining to fraud or theft.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

### **13.10 Use of Demotion as Discipline**

Demotion will not be used as a disciplinary measure.

### **13.11 Approved Vacation during Strike**

If the Employer has approved scheduled vacation for an Employee before a strike vote has been taken and subsequently the Employee goes on strike or is locked out during a time for which the vacation had been scheduled, the Employer shall pay to the Employee the vacation pay that would have been paid to them and remove the scheduled days from the vacation bank.

If an Employee has approved vacation during a strike/lockout and elects to cancel said vacation, the Employee will contact the Employer in writing prior to the commencement of the scheduled vacation time to cancel their vacation leave. Any cancelled vacation leave credits will be returned to the Employee's vacation leave bank.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of service in the bargaining unit and will include service with the Employer prior to the certification or recognition of the Union. Seniority will be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction in the workforce, and recall, as set out in other provisions of this Agreement. Seniority will operate on a bargaining-unit-wide basis.

### **14.02 Seniority List**

The Employer will maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, preference will be in accordance with the date of application. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

### **14.03 Probation for Newly Hired Employees**

Newly hired Employees, with experience, will be on probation for the first sixty-five (65) shifts actually worked. Probationary Employees will be entitled to all rights and benefits of this Agreement, save and except seniority and Weekly Indemnity/Long Term Disability Coverage. After completion of the probationary period, seniority will be effective from the original date of employment.

The probationary period will be extended to one hundred and twenty (120) shifts actually worked for new Employees, who are inexperienced, provided the Union agrees to such extension.

### **14.04 Loss of Seniority**

An Employee will not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An Employee will only lose his/her seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resigns in writing and do not withdraw within two (2) days.
- 3) They fail to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an Employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off Employees engaged in alternate employment and who are recalled will be permitted to give their current Employer reasonable notice of termination to accept the recall.
- 4) They have been laid off for twenty-four (24) months and has not been recalled.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which will include the resignation of an incumbent, the Employer will immediately notify the Union and Employees in writing via email a minimum of one (1) week in advance of the closing date, so that all members will know about the vacancy or new position. Positions will be advertised within one (1) week of vacancy. However,

vacancies arising from normal retirement will be posted sixty (60) days prior to the Employee's normal retirement date, with notification to the Union.

### **15.02 Information in Postings**

Such notice will contain the following information:

- Nature of position
- Qualifications
- Required knowledge and education
- Skills
- Hours of work
- Wage
- Location
- Application deadline

### **15.03 No Outside Advertising**

No outside advertisement for any vacancy will be placed until the application of present Union members have been fully processed.

### **15.04 Role of Seniority in Promotions/Transfers/Staff Changes**

Both Parties recognize:

- 1) the principle of promotion within the service of the Employer, and
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointments will be made of the applicant with the greatest seniority and meeting the qualifications and requirements for the job, as established in Article 15.02.

### **15.05 Trial Period**

When a current Employee is selected to fill a posted vacancy, they shall serve a three (3) month trial period in the new position. After two (2) months, the Employer shall review the work performance with the Employee and provide the Employee with a written evaluation. In the event the promoted Employee is unable to reach a satisfactory level of performance, or if the Employee chooses to return to their former position, during the trial period, the Employer shall return them to their former position and salary rate without loss of seniority. All other Employees promoted as a result of the original appointment will likewise be returned to their former positions.

The Employer and the Employee may upon mutual agreement end the trial period early.

### **15.06 On the Job Training**

The Employer will inaugurate and maintain a system of “on-the-job training” so that every Employee will have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, Employees will be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior Employees for temporary period, without affecting the salary or pay of the Employees concerned.

The Employee will be entitled to familiarization or similar trips, in order of seniority, when such trips are available to the Employer.

### **15.07 Progression Process**

A Junior Counsellor will progress to Intermediate Counsellor on their second (2<sup>nd</sup>) anniversary of employment, provided the Junior Counsellor can demonstrate the knowledge, skills level and experience to work as an Intermediate Counsellor.

An Intermediate Counsellor will progress to Senior Counsellor on their fifth (5<sup>th</sup>) anniversary of employment, provided the Intermediate Counsellor can demonstrate the knowledge, skill level and experience to work as a Senior Counsellor.

### **15.08 Promotion outside of the Bargaining Unit**

Within three (3) months of commencement of a management position at WE Union Travel an Employee may opt to return to their previous classification without loss of seniority.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

### **16.01 Definition of Layoff**

A layoff will be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **16.02 Role of Seniority in Layoffs**

Both Parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, Employees will be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump will include the right to bump up.

**16.03 Recall Procedure**

Employees will be recalled in the order of their seniority.

**16.04 No New Employees**

New Employees will not be hired until those laid off have been given an opportunity of recall.

**16.05 Advance Notice of Layoff**

Unless legislation is more favourable to the Employees, the Employer will notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, they will be paid for the days for which work was not made available.

**16.06 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls will be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 17 - HOURS OF WORK**

**17.01 Regular Hours**

The regular daily hours will not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour schedule will be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

**A) Client Service Managers**

1. The Client Service Managers positions will be bargaining unit positions.

2. The Parties recognize that these positions may require working hours and days longer or different than those provided for in Article 17.01 and 17.02. These positions will work one hundred forty (140) hours in each four (4) week period. The actual schedule will be mutually agreed between the Employee and the Employer. Any hours worked in excess of one hundred forty (140) in a four (4) week period will be considered overtime for the purposes of Article 18. Any overtime worked must be approved by the Employer.

## **17.02 Regular Weekly Hours**

The regular weekly hours will consist of five (5) seven (7) hour days from Monday to Friday inclusive. Should the Employer require an Employee to work/travel on the weekend they shall be allowed time off in lieu or the hours shall be paid out in accordance with article 18.05.

## **17.03 Paid Rest Period**

An Employee will be permitted a rest period of fifteen (15) consecutive minutes in both the first (1<sup>st</sup>) half and the second (2<sup>nd</sup>) half of each scheduled work period in an area made available by the Employer.

## **17.04 Meal Period**

A meal period will be allowed after the fourth (4<sup>th</sup>) hour and before the sixth (6<sup>th</sup>) hour after starting work. If a meal period is not afforded within the allowed or agreed time limit and is worked, the meal period will be paid for at the overtime rate and twenty (20) minutes with pay in which to eat will be afforded at the first (1<sup>st</sup>) opportunity.

## **17.05 Per diem (Conferences, Conventions, Meetings & Workshops)**

When an Employee is conducting business on behalf of the Employer at Conferences, Conventions, Meetings and or Workshops, the Employee will receive in advance from the Employer, a daily per diem rate of \$90.00 for all meals when the Employee is attending an event or for approved company business.

# **ARTICLE 18 - OVERTIME**

## **18.01 Overtime Defined**

All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 19.01 will be considered

overtime.

**18.02 Compensation for Work Before or After Scheduled Daily or Weekly Hours**

Overtime worked before or after the regular daily or weekly hours will be paid for at the rate of time and one-half (x1½).

**18.03 Payment For or Supply of Meals**

An Employee required to work more than two (2) hours overtime following the regular daily hours, will be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer. The Employer will allow one-half (½) hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three (3) hours of overtime.

**18.04** All overtime must be pre-approved by the Employer.

**18.05 Overtime Bank**

An Employee may request to receive their total banked hours of OT and shall have the information provided within 24 hours. Any banked overtime must be used in the year it is accrued; any hours unused shall be paid out on December 31st of each year or earlier upon request.

**ARTICLE 19 - PAID HOLIDAYS**

**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day  
Family Day  
  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day/Civic

Labour Day  
**National Day for Truth and Reconciliation  
(September 30<sup>th</sup>)**  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

## **19.02 Compensation for Holidays on Saturday or Sunday**

When any of the above-noted paid holidays falls on Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following will apply:

<b>Paid Holiday</b>	<b>Falling On</b>	<b>Day Off with Pay In Lieu</b>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Friday preceding
Boxing Day	Saturday or Sunday	Monday following

## **19.03 Pay for Regularly Scheduled Work on a Paid Holiday**

An Employee who is not scheduled to work on the above paid holidays will receive holiday pay equal to one (1) day's pay. An Employee who is scheduled to work will be paid at the rate of time and one-half (x1½) plus another day off with pay, in lieu of holiday pay, at a time designated by the Employee.

## **19.04 Christmas Break**

During the period of December 24<sup>th</sup> and January 1<sup>st</sup>, the Employer will offer work in order of seniority as follows:

British Columbia Office: Two (2) Travel Counsellors  
Ottawa Office: Two (2) Travel Counsellors and one (1) Events

If no Employee elects to work, the Employer may designate two (2) Employees to work on reverse seniority.

Any Employee that works during this period will receive an equivalent period of time off with pay, to be scheduled by mutual agreement.

# **ARTICLE 20 - VACATIONS**

## **20.01 Length of Vacation**

An Employee will receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

Less than one (1) year	Point eight three three (.833) working days for each month paid at four percent (4%) of gross earnings
One (1) year to less than two (2) years	Ten (10) working days paid at four percent (4%) of gross earnings
Two (2) years or more but less than five (5) years	Fifteen (15) working days paid at six percent (6%) of gross earnings
Five (5) years or more but less than ten (10) years	Twenty (20) working days paid at six percent (6%) of gross earnings
Ten (10) years or more but less than fifteen (15) years	Twenty-five (25) working days paid at ten percent (10%) of gross earnings
Fifteen (15) years or more	Thirty (30) working days paid at twelve percent (12%) of gross earnings

**20.02 Minimum Vacations**

Upon request, an Employee with less than three (3) weeks of earned vacation will automatically be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks' vacation.

**20.03 Banking Vacation Credits**

- a) An Employee entitled to four (4) weeks' vacation or more will be entitled to bank up to a maximum of five (5) working days. Any banked vacation must be used in the following year. It is understood that the entitlement to bank is solely at the option of the Employee.
- b) Upon mutual agreement or due to operation requirements where the Employee is unable to take vacation more than 5 days vacation credits can be banked.

**20.04 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an Employee's vacation period, they will be allowed an additional vacation day with pay at a time designated by the Employee.

**20.05 Vacation Pay on Termination**

An Employee terminating employment at any time in the vacation year, prior to using his/her vacation, will be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

## **20.06 Vacation Pay on Retirement**

On retirement an Employee will be entitled to the same vacation or vacation pay which would have been earned if the Employee had continued in employment to the end of the calendar year.

## **20.07 Vacation Pay**

An Employee will be paid all vacation pay due at the end of each year end, save and except where credits are banked in accordance with Article 20.03.

## **20.08 Preference in Vacations**

Employees requesting annual vacation shall submit their written request to the General Manager prior to January 31 of each year. Employees shall be made aware of their approved or denied vacation request by February 28<sup>th</sup>. Vacation requests shall be granted on the basis of seniority. Any vacation requests received for the annual vacation after January 31 shall be approved on a first come first served basis.

## **20.09 Vacations Schedules**

Approved vacation schedules will be sent out to all Employees via email by February 28<sup>th</sup> of each year and will be allotted in seniority order and will not be changed without the consent of the affected Employees. Vacations will commence immediately following an Employee's regularly scheduled days off. No Employee will be obligated to schedule vacation that is not agreeable to them.

Any additional approved vacation time off after February 28<sup>th</sup> shall be sent at the time of approval to the membership.

It is understood that the Employer may permit only one (1) Employee to be off on vacation during certain busy periods of the year.

## **20.10 Unbroken Vacation Period**

An Employee will receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.

## **20.11 Approved Leave of Absence During Vacation**

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there will be no

deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### **21.01 Weekly Indemnity Coverage**

The Employer will arrange for a carrier to provide Weekly Indemnity coverage for Employees who have completed their probationary period. The benefit level under this Plan will be established at seventy-five percent (75%) of an Employee's normal basic wages, to a maximum of six hundred and ninety-two dollars (\$692.00) per week. Such benefits to be paid on approved claims for seventeen (17) weeks, commencing on the first (1<sup>st</sup>) day of hospitalization and the fourth (4<sup>th</sup>) day of sickness (1-4-17). In all other respects, the terms of the carrier's plan will apply. The Employer will pay one hundred percent (100%) of the premium costs for such coverage.

### **21.02 Long-Term Disability Coverage**

The Employer will arrange for a carrier to provide Long-Term coverage for Employees who are totally disabled, subject to a two (2) year "own occupation" definition of disability. The benefit level, under this Plan will be established at sixty-six and two-third ( $66 \frac{2}{3}$ ) of an Employee's normal basic wages, to a maximum of three thousand dollars (\$3,000.00) per month. Such benefits will commence on approved claims immediately following completion of Weekly Indemnity payments and, in the cases of total and permanent disability, will continue until age sixty-five (65). In all other respects, the terms of the carrier's plan will apply. The Employer will pay one hundred percent (100%) of the premium costs for such coverage.

### **21.03 Personal Leave**

- (a) Employees will be granted six (6) working days personal leave in each calendar year, to be used for the following purposes, after notification to their immediate supervisor;
- 1) to cover part or all of the waiting period of an approved weekly indemnity claim; and/or
  - 2) to attend medical and/or dental appointments that cannot be scheduled outside of normal working hours, and/or
  - 3) to take casual sick leave

- (b) Personal leave granted under this Article is non-cumulative and will be lost, if not utilized for the above reasons by year-end.
- (c) Personal leave is to be taken in either one-half (½) day blocks or one (1) full day blocks.
- (d) Personal leave will not be earned while an Employee is on unpaid leave of absence or layoff longer than thirty (30) calendar days. Employees returning to work following a leave or layoff longer than thirty (30) calendar days will have their personal leave in that year pro-rated accordingly. Personal leave will be advanced at the start of each calendar year, provided, when an Employee terminates employment for any reason during any year, that portion of his/her personal leave taken but not earned at the end of such termination, will be repaid.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Negotiation Pay Provisions**

Representatives of the Union will not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

### **22.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union will not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### **22.03 Leave of Absence for Union Functions**

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions will be allowed leave of absence with pay and without loss of benefits. Leave of absence with pay and without loss of benefits will be allowed for Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Union shall reimburse the Employer within 2 weeks of receiving an invoice from the Employer for the Employer's wages and benefits.

### **22.04 Leave of Absence for Full-time Union or Public Duties**

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer will allow leave of

absence without loss of benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.

Any Employee who is elected to public office will be allowed leave of absence without loss of seniority during his/her terms of office.

An Employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, will be granted leave of absence without loss of seniority for a period of one (1) year. Such leave will be renewed each year; on request during his/her term of office.

## **22.05 Bereavement Leave**

In the case of bereavement in the immediate family, an Employee will be entitled to paid leave from the date of death, with, if necessary, an allowance for immediate return travelling time. Such leave will normally not exceed five (5) working days.

Immediate family is defined as an Employee's spouse or companion and child, parents, brother, or sister.

In the event of the death of the Employee's grandparents, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides, the Employee will be entitled to paid leave for three (3) working days.

In the event of the death of the Employee's close friend, the Employee will be entitled to paid leave for one (1) day for the purpose of attending the funeral.

If an Employee is on vacation leave at the time of the bereavement, the Employee will be granted bereavement leave and the credited the appropriate number of days to vacation leave credits.

## **22.06 Protection During Maternity**

Maternity leave will be considered as a right. Accordingly, no Employee will be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer will not deny the pregnant Employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employee will be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.

## **22.07 Length of Maternity Leave**

Maternity leave will cover a period up to seventeen (17) weeks before and/or after the birth or adoption of a child.

## **22.08 Parental Leave**

- (a) An Employee, on his or her written request for parental leave, is entitled to leave of absence from work, without pay, for the period specified in subsection (c).
- (b) A request under subsection (a) must be made at least four (4) weeks before the day specified in the request as the day on which the Employee proposes to commence parental leave, and be accompanied by:
  - (1) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of the birth if a certificate has not been provided under Article 22.07 or,
  - (2) a letter from the Agency that placed the child providing evidence of the adoption of the child.
- (c) Employees who request parental leave are entitled to:
  - (1) for a birth mother who takes leave under Article 22.07 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave under Article 22.07 unless the Employer and the Employee agree otherwise,
  - (2) for a birth mother who does not take leave under Article 22.07 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks or unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and,
  - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

## **22.09 Extension of Parental Leave**

At the request of the Employee, the Employer will grant a period of up to one (1) additional year parental leave.

## **22.10 Seniority and Benefits While on Maternity or Parental Leave**

- (a) While on maternity or parental leave, Employees will retain full employment status and will accumulate all benefits under this Collective Agreement.
- (b) During the first (1<sup>st</sup>) year of the leave, the Employer will pay all benefit premium costs.
- (c) During any additional leave, Employees may continue benefits, provided they pay the premium costs on a monthly basis. If the Employees elect to do this, the Employer will reimburse them the costs of any benefit premiums paid if the Employees return to work for six (6) months following the leave.

## **22.11 Procedure Upon Return from Maternity or Parental Leave**

When an Employee decides to return to work, after maternity or parental leave, they will provide the Employer with at least two (2) months' notice. On return from maternity or parental leave, the Employee will be placed in her former position. If the former position no longer exists, the Employee will be placed in a position in her department of equal rank and value at the same rate of pay.

## **22.12 Paternity Leave**

The Employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth. On request, the Employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipate date of delivery.

## **22.13 Pay for Extended Parental Leave**

An Employee may choose to receive payment of normal weekly salary from accumulated sick leave credits, after the period of absence covered by Employment Insurance.

## 22.14 Special Leave

Employees will be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Employee's Marriage	Three (3) working days at the discretion of the Employee
Marriage of Employee's child, brother, sister	The day of the wedding
Divorce	Time required for court Appearance
Adoption of Employee's child	Two (2) weeks
Serious Fire or Flood in Employee's household	Up to three (3) days
Moving Employee's household	Maximum of one (1) day per year
Serious household or Domestic emergency	One (1) day
Formal hearing to become a Canadian citizen	One (1) day
Employee's or Employee's spouse or dependents graduation	One (1) day

## 22.15 Time Off for Elections

Employees will be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

## 22.16 Paid Jury or Court Witness Duty Leave

The Employer will grant leave of absence without loss of seniority benefits to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer will pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The

Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment will be considered time as time worked at the appropriate rate of pay.

**22.17      Citizenship Leave**

An Employee will be allowed the necessary time off with pay to process his/her Canadian citizenship application.

**22.18      Paid Education Leave**

The Employer agrees to place into a special fund, fifty dollars (\$50.00) per month for the purpose of providing paid leave for Union education. Such monies are to be forwarded on a monthly basis to the Secretary-Treasurer of the Local Union.

**22.19      Stress Leave**

An Employee may be permitted unpaid leave for personal leave for up to two (2) months.

**22.20      Professional Development Fund**

The Employer agrees to place into a special fund, fifty dollars (\$50.00) per month for the purpose of providing paid leave for W.E. Union Travel education/training programs offered through ACTA and W.E. Union Travel Training Professionals.

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

**23.01      Pay Days**

The Employer will pay salaries and wages bi-weekly by direct deposit on Friday of the second week in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee will be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration or by this Agreement. Overpayment will not be recoverable by the Employer where such recovery would be unreasonable or unfair.

**23.02 Equal Pay for work of Equal Value**

Employees will receive equal pay for work of equal value, regardless of sex.

**23.03 Rate of Pay on Promotion or Reclassification**

An Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay will receive the rate of pay and benefits for that position for the time they performs that job.

**23.04 Pay on Temporary Transfer, Higher Rated Job**

When an Employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they will receive the rate for the job.

**23.05 Pay on Transfer, Lower Rated Job**

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate will not be reduced.

**23.06 Professional Fees and Licenses.**

The Employer will pay professional and/or license fees for an Employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

**23.07 Incentive Program**

The Employer reserves the right to introduce a productivity incentive program during the life of this Agreement, following discussions with the Union, provided such incentive is paid on a group basis and no Employee will be demoted or have his/her Schedule "A" salary rate decreased by so doing.

**23.08 Physical Fitness Benefit**

The Employer will pay up to two hundred and fifty dollars (\$250.00) per calendar year upon proof of payment toward the cost of a gym membership, sports league, fitness classes, and or fitness equipment in order to promote wellness in the workplace for Employees.

Receipts shall be reflective of the year in which the purchase and or entitlement is claimed.

### **23.09      **Transportation****

The Employer will reimburse each Employee using their own automobiles for the Employer's business shall be reimbursed at the rates established by the National Joint Council Travel Directive for the province in which the travel takes place (Rates can be seen here: [Appendix B - Kilometric Rates - Modules 1, 2 and 3 \(njc-cnm.gc.ca\)](#)) and for the full cost of parking expenses arising from travel required by the Employer.

The National Joint Council Travel Directive rate takes into account all actual expenses including fuel, oil, maintenance, insurance, depreciation, etc. Mileage subject to change annually.

The Employer will also reimburse any Employee for public transportation and or taxi fare costs arising from travel required by the Employer.

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01      **Job Description****

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions will be presented and discussed with the Union and will become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

### **24.02      **No Elimination of Present Classification****

Existing classifications will not be eliminated or changed without prior agreement with the Union.

### **24.03      **Changes in Classification****

The Employer will prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay will be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute will be submitted to grievance and arbitration for determination. The new rate

will become retroactive to the time the new position was first filled by the Employee or the date of change in job duties.

## **ARTICLE 25 - EMPLOYEE BENEFIT PLAN**

### **25.01 Benefits**

The Employer agrees to pay one hundred percent (100%) of the cost of all current benefits.

### **25.02 Waiting Period**

An Employee may use any accrued sick leave credits to cover part or all of the waiting period for weekly or long-term disability.

## **ARTICLE 26 – PENSION PLAN**

In this Article, the terms used shall have the meanings described:

1.

- (a) “Plan” means the Multi-Sector Pension Plan
- (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
  - (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

- (c) “Eligible Employee” means all Employees in the bargaining unit who have completed 30 days of employment with the Employer.
2. On September 1, 2024, pension contributions for the Employer and Employee will increase by 0.5% totaling 3.5%.

On September 1, 2026, pension contributions for the Employer and Employee will increase by 0.5% totaling 4%.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) **To be Provided at Plan Commencement**

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

(b) **To be Provided with each Remittance**

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

(d) **To be Provided Annually but no later than December 31**

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence.
- hours worked by Employees covered by the collective agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

## **ARTICLE 27 - HEALTH AND SAFETY**

**27.01** The Parties recognize an Employee's right to working conditions which show respect for his/her health, safety and physical well being.

The Employer and the Union recognize that the maintenance and development of the Employees' general well being constitute a common objective.

As a result, all efforts will be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of Employees or deteriorate the work environment.

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of Employees.

The Employer will inform its Employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation.

The Employer will provide alternative work for a pregnant Employee who does not choose to work on a VDT for the duration of her pregnancy, if such work is available.

## **27.02 Joint Health and Safety Committee**

- a) A Joint Health and Safety Committee shall be comprised of one (1) representative of the Employer and two (2) representatives appointed by CUPE Local 3532, the Union. The names of the members of this Committee shall be posted on the bulletin board. Where possible, the Union and Employer shall take all reasonable efforts to ensure that Committee Representatives include at least one member from an equity-seeking group. This Committee shall meet in accordance with Occupational Health and Safety Act, and the "Terms of Reference" as developed by the Committee.
- b) **The Health and safety Committee shall:**
- i. Make recommendations to the Employer to promote industrial safety, health and hygiene.
  - ii. Study the monthly accident reports and make recommendations for the prevention of similar accidents.
  - iii. Make recommendations concerning training and information programs.
  - iv. Make workplace inspections in accordance with the Occupational Health and Safety Act.

## **27.03 Accommodation/Return to Work**

The Parties endorse the joint responsibility and importance of early intervention and safe return to work and to the accommodation of an Employee due to illness or injury when alternate/modified work is required, whether the disability is permanent or temporary.

When it is determined that a member of CUPE 3532 is unable to perform the full duties of their position due to medical restrictions, the Employer will encourage the Employee to exercise their right to be accompanied by a Union Representative to attend any meetings to discuss the circumstances surrounding the Employee's return to work.

With the Employee's consent, the Employer shall share with the Union information relevant to the accommodation of the affected Employee and information regarding the requirements/duties of the Employee's position.

The Employer shall consult at a meeting with the Employee and the Union to discuss and to consider the available evidence regarding the existence

and nature of the restrictions/capabilities, and, if necessary, options with respect to the accommodation of the Employee.

Notwithstanding the above, the Employer agrees to provide the Union with copies of the workplace accommodation arrangements made for the CUPE 3532 member.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

**28.01** The Employer agrees to provide job security, income security and the necessary paid training in the event that technological change is introduced at the workplace.

## **ARTICLE 29 - JOB SECURITY**

### **29.01 No Contracting Out**

No work presently performed within the jurisdiction of the Union will be contracted out unless the Employer does not employ Employees capable of performing the work. No decision will be made by the Employer to contract out work without the agreement of the Union.

## **ARTICLE 30 - SUPPLIES AND EQUIPMENT**

**30.01** All Employees will be supplied with the necessary tools, equipment and supplies to carry out their job functions.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.01 Proper Accommodation**

Proper accommodation will be provided for Employees to have their meals.

### **31.02 Bulletin Boards**

The Employer will provide a Bulletin Board which will be placed so that all Employees will have access to it and upon which the Union will have the right to post notices of meetings and such other notices as may be of interest to the Employees.

### **31.03 Personnel Records**

The Personnel records of an Employee, or former Employee, will not be shared in any manner with any other Employer or Agency, without the prior written consent of the Employee concerned.

### **31.04 Electronic Monitoring Restrictions**

The Employer shall not be allowed to use surveillance cameras to monitor the work of Employees and no information obtained through the use of this equipment shall be used against Employees at any time unless such information constitutes evidence of criminal acts. Data gathered electronically via any digital program or platform shall not be considered when evaluating performance without written notification to the Employee at least forty-eight (48) hours in advance. When the Employer intends to use electronic data in an assessment of Employee's performance, the Employee shall be advised in writing in advance and shall be provided with an opportunity to respond to the data. Electronic data shall be gathered in accordance with W.E. Union Travel's *Policy on Electronic Monitoring*.

## **ARTICLE 32 – PRESENT CONDITIONS AND BENEFITS**

### **32.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which Employees now enjoy, receive or possess will continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

It is understood that legislation can be amended from time to time, therefore, should any legislation be enacted which would provide a greater right and or benefit to Employees than those provided for in this Collective Agreement, the greater rights and or benefits in the legislation shall prevail.

### **32.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation will invalidate or disallow any portion of this Agreement, the entire Agreement will not be invalidated and the existing rights, privileges and obligations of the Parties will remain in existence. In such an event this Agreement will be re-opened for negotiation. If there is

no agreement between the Parties on this issue, the matter will be resolved by arbitration.

### **32.03 Amalgamation, Reorganization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- 1) Employees will be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacation with pay, sick leave credits and other benefits will be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees will continue to be performed by CUPE members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer will be equal to the best provisions in effect the merging Employers.
- 5) No Employee will suffer a loss of employment as a result of merger.
- 6) Preference in location of employment in the merged company will be on the basis of seniority.

## **ARTICLE 33 - COPIES OF AGREEMENT**

### **33.01 Copies of Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer will print, at its own **cost**, sufficient copies of the Agreement within thirty (30) days of signing, for all Employees.

## **ARTICLE 34 - GENERAL**

### **34.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this Agreement, it will be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so required.

## **34.02 Benefits of Full-time Employment**

The benefits of this Agreement are based upon an assumption of full-time employment. Throughout this Agreement, when an Employee is regularly scheduled to work less than full-time, the benefits set out in this Agreement will be pro-rated on the basis of the percentage of full-time hours that Employee is regularly scheduled to work.

## **ARTICLE 35 - TERM OF AGREEMENT**

### **35.01 Duration**

This Agreement shall be binding and remain in effect from September 1, 2023 to and including August 31, 2027, and will continue from year to year thereafter unless either Party gives written notice to the other Party by August 1<sup>st</sup> in any year, that it desires its termination or amendment.

### **35.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### **34.03 Notice of Changes**

Either Party desiring to propose changes to this Agreement will, within the ninety (90) days prior to the termination date, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement.

### **34.04 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions will apply.

- 1) The notice will state specifically the revisions requested and bargaining negotiations will be restricted thereto, unless the Parties otherwise mutually agree.
- 2) Where notice to amend the Agreement is given, the provisions of this Agreement will continue in full force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon will apply retroactively to that date, unless otherwise specified.

**SIGNED in Ontario this 22 day of December 2023.**

<b>BARGAINING REPRESENTATIVES FOR THE EMPLOYER:</b>	<b>BARGAINING REPRESENTATIVES FOR THE UNION:</b>
<p><u><i>Ian Sinclair</i></u> Ian Sinclair (Dec 26, 2023 11:36 PST)</p> <hr/> <p><b>Ian Sinclair, Vice President</b></p>	<p><u><i>Christine Fera</i></u> Christine Fera (Dec 22, 2023 11:23 EST)</p> <hr/> <p><b>Christine Fera, Local President</b></p>
	<p><u><i>Karen Cole</i></u> Karen Cole (Dec 28, 2023 10:21 EST)</p> <hr/> <p><b>Karen Cole, Member at large</b></p>
	<p><u><i>Taylor Kociszewski</i></u> Taylor Kociszewski (Jan 2, 2024 10:24 EST)</p> <hr/> <p><b>Taylor Kociszewski, CUPE National Representative</b></p>

**SCHEDULE A – SALARY SCALE (Salary Yearly)**

CLASSIFICATION	AUG 30 2023	RETRO INCREASE TO SEPT 1 2023	INCREASE SEPT 1 2024	INCREASE SEPT 1 2025	INCREASE SEPT 1 2026
		2%	2%	2%	2%
Junior	\$33,747	\$34,422.94	\$35,110.38	\$35,812.59	\$36,528.84
***Intermediate					
Counsellor	\$40,175	\$44,000.00	\$44,880.00	\$45,777.60	\$46,693.15
*Senior Counsellor	\$45,585	\$55,000.00	\$56,100.00	\$57,222.00	\$58,366.44
Lead	\$59,062	\$60,243.24	\$61,448.10	\$62,677.07	\$63,930.61
**Client Services					
Manager	\$42,815	\$50,000.00	\$51,000.00	\$52,020.00	\$53,060.40
<b>Director of Sales</b>	<b>\$80,000</b>	<b>\$81,600.00</b>	<b>\$83,232.00</b>	<b>\$84,896.64</b>	<b>\$86,594.57</b>

In order to attract talent, the Parties agreed to a one-time market wage adjustment for the following classifications:

\*Senior Counsellor - In addition to the 2% annual increase of Sept 1 2023, these classifications shall increase by \$8,503.30 to match the Employer’s proposed increase to \$55,000.

\*\* Client Service Manager - In addition to the 2% annual increase of Sept 1 2023, these classifications shall increase by \$6,328.70 to match the Employer’s proposed increase to \$50,000.

\*\*\* Intermediate Counsellor - In addition to the 2% annual increase of Sept 1 2023, this classification shall increased by \$3,021.50 to match the Employer’s proposed increase to \$44,000.

- (September 1, 2023-August 31, 2024) – three percent (2%) wage increase (retro pay back to September 1, 2023)
- (September 1, 2024-August 31, 2025) – percent (2%) wage increase
- (September 1, 2025-August 31, 2026) – percent (2%) wage increase
- (September 1, 2026-August 31, 2027) – percent (2%) wage increase

## **RETROACTIVITY**

Any retroactivity owing will be paid out to all present Employees within thirty (30) days of the Union ratification of this Memorandum of Agreement.

All wage increases, and adjustments provided for in this agreement shall be effective and retroactive to September 1, 2023 unless otherwise specified in the Memorandum of Agreement.

Retroactive pay and adjustments will be paid on a separate cheque or direct deposit. The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations.

## **APPENDIX A**

### **PARTICIPATION AGREEMENT**

The Agreement made this 3<sup>rd</sup> day of May, 2013.

**B E T W E E N:**

**W.E. Union Travel**  
(the "Employer")

**- AND -**

**MULTI-SECTOR PENSION PLAN**  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating Employer , commencing September 1, 2013, in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 3532 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the Employees of the Employer on whose behalf contributions are being made, the Parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(a) To Be Provided Once Only At Plan Commencement

- date of Hire
- date of Birth
- social Insurance Number
- date of First Contribution
- seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- gender

(b) To Be Provided With Each Remittance

- name
- social Insurance Number
- monthly Remittance
- pensionable Earnings
- year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To Be Provided Initially And As Status Changes

- full Address
- termination Date Where Applicable (MM/DD/YY)
- marital Status
- date of death (if applicable)

(d) To Be Provided Annually but no later than December 31

- current complete address list for all eligible Employees;
- period(s) of absence due to illness or disability, including WSIB;
- period(s) of layoff, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by Employees covered by the collective agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

7. All personal information about Employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, Employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER:

*Jan Sinclair*

\_\_\_\_\_  
Original signed by

MULTI-SECTOR PENSION PLAN, by its Trustees

*Andy Mele*

\_\_\_\_\_  
Original signed by

**SIGNED in Ontario this 22 day of December 2023.**

<b>BARGAINING REPRESENTATIVES FOR THE EMPLOYER:</b>	<b>BARGAINING REPRESENTATIVES FOR THE UNION:</b>
<p><u><i>Ian Sinclair</i></u> Ian Sinclair (Dec 26, 2023 11:36 PST)</p> <hr/> <p><b>Ian Sinclair, Vice President</b></p>	<p><u><i>CFera</i></u> Christine Fera (Dec 22, 2023 11:23 EST)</p> <hr/> <p><b>Christine Fera, Local President</b></p>
	<p><u><i>Karen Cole</i></u> Karen Cole (Dec 28, 2023 10:21 EST)</p> <hr/> <p><b>Karen Cole, Member at large</b></p>
	<p><u><i>Tk</i></u> Taylor Kociszewski (Jan 2, 2024 10:24 EST)</p> <hr/> <p><b>Taylor Kociszewski, CUPE National Representative</b></p>

## **APPENDIX B: HYBRID WORKING ARRANGEMENTS**

### **Definitions**

“Remote working” means working from another location rather than being required to go to the physical office of the Employer.

“Office” refers to the Employer’s premises at 707-350 Sparks Street, Ottawa ON K1R 7S8 or at suite 430-233 West 1st street North Vancouver BC V7M 1B3.

### **Eligibility**

Some classifications are eligible to work remotely on a regular part-time or full-time basis, subject to requested in-office presence, as outlined under this Appendix.

- Director of Sales and Client Service managers are a fully remote positions.
- Junior Travel Counsellors are not eligible to work remotely.
- Intermediate Travel Counsellors are not eligible to work remotely until their 3rd year of service.
- Senior Counsellors have the right to work remotely. In order to affect the transition for Employees who as of September 2023, work in the offices to working remotely the Parties have agreed to the following staggered transition:
  - Starting in January 2024, every two (2) months, a minimum of one (1) staff from the Ottawa office and Vancouver office shall be allowed to transition to remote work. Starting with the most senior staff working through to the least senior
  - The Employee may choose to work up to 5 days a week to work remotely.
  - All Senior Counsellors shall have all their remote work arrangement agreed to by December 2024.
- Lead Counsellors shall:
  - Have the right to work remotely 3 days per month starting in September 2024.
  - Have the right to work remotely 4 days per month starting in September 2025.

In person events and work duties will be required from time to time. Employees are encouraged to have an appropriate and safe workspace. Remote work is authorized for Employees within the Pacific, and Eastern time zones.

An Employee may be approved, upon request to work outside of Canada, for a specified period of time, so long as the Employee remains working within the listed time zones above and that such request is permissible within employment standards and Canada Revenue Agency regulations. Approval of such request shall be at the discretion of the Employer.

Employees and the Employer must comply with all organizational rules, policies, practices, duties as assigned and statutory obligations that would apply if the Employee were working in the office.

Employee requests for accommodation under the Ontario Human Rights Code that require the Employee to work remotely for any period of time will be reviewed independently from this process.

### **Rights**

There shall be no change to an Employee's rights under the Collective Agreement if they are working remotely.

### **Scheduling**

The Employee shall receive 5 work days' notice in advance of being required to attend a work event/ duty in person.

In extenuating circumstances when the in-person presence of WE Union Travel Employees is required outside of their regional office, (3) working days' notice will be required.

### **Performance**

Employees participating in remote working arrangements are responsible for maintaining all regular performance standards and workflow. The Employer and Employees are mutually responsible for maintaining effective communication.

Should a situation beyond an Employee's control occur that prevents them from carrying out their responsibilities (e.g., a power outage, internet outage, or equipment failure), the Employee shall be responsible for notifying the Employer as quickly as possible and making alternative working arrangements until the situation is resolved.

The Employees may use their nearest regional office.

### **Equipment**

The Employer shall provide Employees working remotely with a laptop computer, carrying case, and mouse. Any other home office equipment is the responsibility of the Employee.

This equipment will remain the property of the Employer and will be returned to the Employer when the Employee's employment or remote working arrangement ends. The Employer will assume responsibility for normal maintenance, repair, and technical

support of this equipment unless the Employee has been proven to be negligent (included but not limited to: loss, water damage).

Any Employer provided equipment that experiences technological issues shall be brought to the attention of the Employer as soon as they are noticed. The Employer shall endeavor to resolve any issues within 5 working days. Any Employee approved equipment that experiences technological issues shall be brought to the attention of the Employer as soon as they are noticed. The Employee shall endeavor to resolve any issues within 5 working days. The Employer will provide alternative tasks for the Employee to complete in the meantime.

By mutual agreement, an Employee may use their own equipment. In such circumstances, the Employee will be responsible for maintenance and repair unless otherwise agreed.

Employees who engage in remote work are responsible for:

- a. The costs of maintaining the remote workplace (such as insurance, heat, and hydro);
- b. b)Using supplies, equipment and electronic networks belonging to the Employer only for the purposes of carrying out the Employer's work unless otherwise authorized by the Employer.

### **Internet**

Employee shall provide sufficient, internet to maintain operations of their duties.

### **Data security**

Unless otherwise agreed, Employees must use Employer-provided computers when working remotely to ensure that the appropriate software and programs are being used while maintaining data security and confidentiality.

The Employer will provide Employees with the necessary support to ensure all confidential or proprietary information is secure. Employees must report any security breaches to the Employer immediately.

# LETTER OF UNDERSTANDING

between

**W.E. Union Travel**  
*“Herein referred to as the Employer”*

And

**Canadian Union of Public Employees and Local 3532**  
*“Herein referred to as the Union”*

**Re: Job Descriptions**



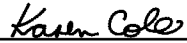
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The Employer will create job descriptions for all bargaining unit positions within CUPE Local 3532 as per Article 24 in the Collective Agreement within six (6) months from the Unions ratification date of the new Collective Agreement.

**The Parties agree to the following:**

1. The Parties agree to establish a Joint Union and Employer committee and will meet within nine (9) months from the Union’s ratification of this agreement to establish:
  - a. A Term of Reference and;
  - b. A Standardized Evaluation Framework and Tools.
2. Based on the mutually agreeable final outcome of the joint job evaluation process, the Employer is committed to making any adjustments to those positions affected within the current grid (current steps and classifications) retroactive to ratification of this Collective Agreement.
3. The committee will ensure that consideration will be given to the principles of equity and inclusion.

**SIGNED in Ontario this 22<sup>nd</sup> day of December 2023.**

<b>BARGAINING REPRESENTATIVES FOR THE EMPLOYER:</b>	<b>BARGAINING REPRESENTATIVES FOR THE UNION:</b>
 <small>Ian Sinclair (Dec 26, 2023 11:36 PST)</small>	 <small>Christine Fera (Dec 22, 2023 11:23 EST)</small>
<b>Ian Sinclair, Vice President</b>	<b>Christine Fera, Local President</b>
	 <small>Karen Cole (Dec 28, 2023 10:21 EST)</small>
	<b>Karen Cole, Member at large</b>

	<p> Taylor Kociszewski (Jan 2, 2024 10:24 EST)</p> <hr/> <p><b>Taylor Kociszewski, CUPE National Representative</b></p>
--	--

# LETTER OF UNDERSTANDING

between

**W.E. Union Travel**  
***“Herein referred to as the Employer”***

And

**Canadian Union of Public Employees and Local 3532**  
***“Herein referred to as the Union”***

**Re: Benefits Review**

---

The Parties agree to meet within six (6) months of the ratification of the new Collective Agreement to discuss and review the current benefits with Great-West Life, in an attempt to identify any benefit efficiencies that may reduce the over all benefit plan premium costs to the Employer while maintaining the current level of benefits the Employees have under the Great-West Life plan. The Employer’s benefit consultant will be Mike Porteous and the Union reserves the right to have the assistance of National officers/Representatives from the CUPE National Presidents Office in attendance as benefit advisors at any benefits meetings held between the Employer and CUPE Local 3532. The Employer’s consultant shall request from Great-West Life the non-identifying data and claim usage benefits information used in the last 3 to 5 years by the members of Local 3532 for the Parties to discuss and analyze along with the most recent benefits booklet. Both Parties must agree on any plan changes.

In addition to the above, the Parties may also choose to discuss changing the benefit carrier which would involve seeking out benefit plan quotes from no less than three (3) different benefit providers based on the current benefit level coverage outlined in Article 25 of the Collective Agreement and the Great-West Life benefits booklet (policy # 249327). The Employer and the Union will jointly research other benefit providers to seek benefit quotes based on the current benefit coverage with Great-West Life. The Employer will be responsible for any costs associated with the services of a benefit consultant/plan provider. The successful carrier will make a presentation to the Parties that would outline the coverage package and claims process and any other related administrative details to this plan. Both Parties must agree on the carrier and plan provisions before implementation.

**SIGNED in Ontario this 22nd day of December 2023.**

<b>BARGAINING REPRESENTATIVES FOR THE EMPLOYER:</b>	<b>BARGAINING REPRESENTATIVES FOR THE UNION:</b>
<p><u><i>Ian Sinclair</i></u> Ian Sinclair (Dec 26, 2023 11:36 PST)</p> <p><b>Ian Sinclair, Vice President</b></p>	<p><u><i>Christine Fera</i></u> Christine Fera (Dec 22, 2023 11:23 EST)</p> <p><b>Christine Fera, Local President</b></p>
	<p><u><i>Karen Cole</i></u> Karen Cole (Dec 28, 2023 10:21 EST)</p> <p><b>Karen Cole, Member at large</b></p>
	<p><u><i>Taylor Kociszewski</i></u> Taylor Kociszewski (Jan 2, 2024 10:24 EST)</p> <p><b>Taylor Kociszewski, CUPE National Representative</b></p>

**LETTER OF UNDERSTANDING**

**between**

**W.E. Union Travel  
“Herein referred to as the Employer”**

**And**





**Canadian Union of Public Employees and Local 3532  
“Herein referred to as the Union”**

**Re: Policies**

The Employer shall within six (6) months from the Unions ratification date of the new Collective Agreement create and send to the Union and its members all required WE Union Travel policies including but not limited to:

- Harassment and discrimination
- Health and Safety
- Accessibility

**SIGNED in Ontario this 22<sup>nd</sup> day of December 2023.**

<b>BARGAINING REPRESENTATIVES FOR THE EMPLOYER:</b>	<b>BARGAINING REPRESENTATIVES FOR THE UNION:</b>
 _____ Ian Sinclair (Dec 26, 2023 11:36 PST)	 _____ Christine Fera (Dec 22, 2023 11:23 EST)
Ian Sinclair, Vice President	Christine Fera, Local President
	 _____ Karen Cole (Dec 28, 2023 10:21 EST)
	Karen Cole, Member at large
	 _____ Taylor Kociszewski (Jan 2, 2024 10:24 EST)
	Taylor Kociszewski, CUPE National Representative