

SOURCE	<i>Union</i>		
EFF.	98	11	01
TERM.	2001	10	31
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	<i>110</i>		

COLLECTIVE AGREEMENT

BETWEEN

LOOMIS ARMORED CAR SERVICE, LTD.

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF CANADA
(CAW CANADA)**

AND ITS LOCAL 4266A

**CAW  TCA
CANADA**

07521(06)

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COLLECTIVE AGREEMENT

BETWEEN

LOOMIS ARMORED CAR SERVICE, LTD.
Hereinafter referred to as the "Company" or "Employer"

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS OF CANADA
(CAW CANADA)
AND ITS LOCAL 4266A
Hereinafter referred to as the "Union"

PREAMBLE



It is the desire of the Employer and the Union to enter into an Agreement governing the wages, hours of work and working conditions, of the employees of the Employer in the classifications listed in the appropriate article contained herein and to prevent strikes, lockouts and other work stoppages and/or slowdowns during the term of ~~the~~ Agreement.

The parties to this Agreement desire to ~~cooperate~~ in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

Both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations. The Company agrees not to enter into any agreement with an employee or employees which conflicts with the terms or provisions of ~~this~~ Agreement.

This Agreement shall be in full force and effect from and including November 01, 1998 to and including October 31, 2001 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within three (3) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence Collective Bargaining with a view to a ~~conclusion~~ or renewal of a new Collective Agreement.

ARTICLE 1
UNION RECOGNITION

- 1.01 This Collective Agreement shall cover all employees of the Employer working in Ottawa, Ontario, and the greater Ottawa region, ~~excluding~~ branch manager, route supervisor, cash cage supervisor, salesman, ~~office~~ secretary and air courier.
- 1.02 The Employer recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. Properly qualified members of the executive board of the local Union shall be recognized by the Employer in discussing any and all matters affecting the relationship between the Employer and the employees who are members of the union and are affected by this Agreement.

ARTICLE 2
UNION SECURITY AND DEDUCTION OF DUES

- 2.01 All employees coming within the scope of this Agreement shall become and remain members of the Union in good standing as a condition of employment, and will have deducted from their earnings upon entering the service of the Employer, such initiation fees as prescribed by the Union.
- 2.02 a) The Employer agrees to deduct from the pay of each regular employee covered by this Agreement, an amount of union dues or their equivalent as specified by the Financial Secretary of the local Union in line with constitutional requirements of the National Union and forward the full amount so deducted to him/her or such other person as may be officially designated. Said deductions to be made from the last pay in each and every month. Deductions so made will be forwarded to the Financial Secretary of the Union or such person as that official may designate. The monthly dues remittances shall be accompanied by a list of employees on the payroll for the pay period in which the deductions were made.
- b) **The** Employer shall show the total amount of Local Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.
- 2.03 The Employer agrees to deduct Union dues from all employees covered by this agreement in accordance with the Canadian Auto Workers Union. As new employees are hired the Employer shall, within three (3) weeks provide the name, address, phone number and status of the new employee(s) to the Local Union Financial Secretary.

ARTICLE 3
DEFINITIONS

3.01 a) **Employee:**

Any person performing work in any classification of this agreement.

b) **Eligible Employee:**

Those employees who are regular full-time and regular part-time.

New Classifications

3.02 a) In the event that an employee performs work covered by the bargaining unit and there is **no** previously established classification or wage rate covering the work performed, the Bargaining Committee and the Employer shall immediately negotiate a classification and wage rate.

b) The Union may refer such matter to arbitration, should it not agree. If such matters proceed to arbitration the Arbitration Board **shall** be authorized to determine whether the rate of pay for a new classification is appropriate or to establish an appropriate rate in relation to **the** rates of pay for other classifications covered by this Agreement.

3.03 a) **Regular Full-time Employees:**

Regular full-time employees **are** those employees who **are** regularly guaranteed forty (40) hours **of work per week**.

b) **Regular Part-time Employees:**

Regular part-time employees are those employees who are not regularly scheduled for forty (40) hours per week, but are available to work for the Employer at **all** times and make the Employer their principal place of employment and who regularly work a minimum of thirty (30) hours **per week**.

c) **Casual Employees:**

Casual employees are those employees who are not regularly available for work at all times for the Employer, or who do not regularly work thirty (30) or more hours per week

Use of Casual Help

- 3.04 a) The Company agrees that any use of casual help is not to control the growth of the bargaining unit. Its purpose is to allow the Company the flexibility necessary to perform relief work and work which it is not feasible to schedule for regular assignment.
- b) Casual employees can be used on a one for one replacement of eligible employees who are absent (temporary, not to include employees on leave exceeding six (6) months) or on vacation. Any use of such casual employees in any classification will be subject to the following conditions:
1. Any work done in the position of Night Deposit Clerk 1 or 2, Custodian, or Vault Teller (after completion of training), will be paid the full-time rate.
 2. No casual will work while there is an available and willing eligible employee at straight time.
 3. Whenever thirty (30) or more hours of work per week shall be regularly available in excess of the regularly scheduled work, then guaranteed to eligible employees, then another eligible employee will be added.

Executive Board Members will be allowed to check the labour reports to verify that No. 3 above is being adhered to.

- c) Casuals who report to work (scheduled or call-in) shall receive a minimum of four (4) hours pay at the applicable rate.

Scheduling of Casuals

- d) Casuals will be scheduled up to twenty-nine (29) hours weekly maximum by seniority.

Probationary Period

- 3.05 Notwithstanding anything in this Agreement, any employee shall be on probation for a period of 135 days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reasons which is determined as being sufficient cause and may be subject to the Grievance Procedure.

Mutually Arranged

- 3.06 Is an agreement between the Manager of the Company and the Executive Board of the Union, in writing.

Executive Board

- 3.07 All officers elected by the local union and any other individuals designated for particular responsibility. A list **will be** provided to **the** Employer and kept updated.

Joint Safety and Health Committee (JSHC)

- 3.08 Mandated by the Canada Labour Code, Part II, Sec. 135.

Safety Representative

- 3.09 An employee elected by the Local Board of **the** union to oversee health and safety in the workplace and related work areas.

Days

- 3.10 Any reference to days will be considered calendar days.

Qualifications

- 3.11 Qualifications shall refer to the necessary permits and licences needed to perform the work in a classification.

ARTICLE 4
MANAGEMENT RIGHTS

The union recognizes that it is the Employer's right and exclusive function to manage and generally direct and operate its business activities to include :

- 4.01 The right to hire, promote, classify, layoff, **reclassify**, suspend, discharge or otherwise discipline employees.
- 4.02 The right to maintain order and establish and enforce **rules** and regulations governing the conduct of employees.
- 4.03 The right to utilize **and/or** hire part-time employees during peak work periods, emergencies or unanticipated contingencies, and to **fill** out and complete the work **schedule** over and above **those** hours guaranteed to regular full-time employees.

- 4.04 The right to reduce overtime hours wherever and whenever possible.
- 4.05 The right to determine the products to be handled and the methods of handling and processing **and** related scheduling of operations.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The Employer hereby reserves the rights and privileges not specifically modified by this Agreement. Nothing herein contained shall be construed to prevent management, sales **or** office employees from performing bargaining unit work, in cases **of** emergency when no bargaining unit employees are available to **perform** such work, **or** when there is no revenue associated with the work, when testing equipment or when repairing or transporting equipment.

ARTICLE 5

EXECUTIVE BOARD

- 5.01 Employees shall be represented by a Grievance **Committee** which shall consist of employees **electd** at each centre of operation of the Employer. The President of this Committee shall act as the liaison between the employees and the Employer. The committee **and/or** President may at any time call upon the services of a national representative of the Union to assist them. The Employer shall designate an individual representative to act in liaison between the President and the Employer.
- 5.02 The Employer shall not discriminate against any **of** the employees who **are** members of the Executive Board who, from time to time, represent other employees.
- 5.03 The Union shall **promptly** notify the Employer in writing of the **names** of the employees comprising the Grievance Committee and of any changes in the personnel thereof. The Employer shall inform the Union in writing, of the supervisors with whom said Grievance Committee shall deal and any changes of personnel thereof.
- 5.04 The Union agrees that there will be no Union activities **carried** out during working hours, except those necessary in connection with the administration **of** the Agreement. National Representatives of the Union shall have access to the Employer's non secure premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is **no** interruption of the Employer's working schedule.

5.05 Members of the executive board shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours if possible. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing overtime if within the regular schedule to the stewards. No overtime hours worked on Union business will be paid by the Company.

ARTICLE 6 **GRIEVANCE PROCEDURE**

6.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

6.02 Any complaint, disagreement or difference of opinion between the Employer and the members of the executive board of the local union or the employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.

6.03 Any employee may present a grievance providing the grievance is submitted through a qualified member of the executive board of the local union or the employer may present a grievance. Any grievance which is not presented within seven (7) calendar days (excluding statutory holidays) following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties.

6.04 a) An employee having a complaint may orally discuss the matter with a Supervisor.

Step 1

b) The employee and/or his/her representative shall submit his/her formal grievance in writing to his/her manager or designate who shall give his/her reply in writing within ten (10) days. If a satisfactory settlement cannot be reached then,

Step 2

c) Within twenty-one (21) days of receiving the decision under Step 1, a Local or National Representative of the CAW Canada may appeal, in writing to the Manager or the designated officer of the Labour Relations Office of the Employer who shall give his/her reply in writing within seven (7) days, and failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration as established in Article 7 of this Agreement.

- 6.05 The time limitations prescribed in ~~this~~ Article may be ~~extended~~ in writing, but only by mutual consent of the parties. Any party to this Agreement who violates the time periods ~~provided~~ herein, or ~~falls~~ to request a written extension, will be recognized as having yielded and must concede the case to the other party.
- 6.06 A grievance concerning the dismissal of an employee may be progressed ~~commencing~~ with Step 2 of the grievance procedure ~~within ten (10) days (excluding holidays) of the date the employee is dismissed.~~
- 6.07 No employee shall be required to attend any meeting or interview for disciplinary purposes or receive a letter of warning from same without the presence ~~of~~ a member of the ~~Executive~~ Board if the employee so wishes.
- 6.08 Any employee shall be allowed to inspect his/her own personal file. The union executive board acting on behalf of the union with the ~~written~~ permission of the employee shall be allowed to inspect the personal file of the employee.
- 6.09 a) If an adverse statement, warning or reprimand, etc., is to be put into an ~~employee's~~ personnel file, a copy ~~of~~ it shall be given to the Union, within ten (10) days of the event giving rise to the adverse statement, warning, reprimand, etc., ~~otherwise~~ it shall be null and void. After one (1) year from the date ~~of~~ occurrence such adverse statement, ~~warnings~~, reprimands, etc., (other than suspensions), shall not be used against the employee and shall ~~be removed~~ from their file, ~~providing~~ there has not been a ~~reoccurrence~~ of the same offence during that year.
- b) Notice of suspension shall ~~be removed from an employee's file, as follows:~~
- 1) One day suspension -one ~~(1) year~~
 - 2) Two days ~~or~~ greater suspensions - ~~two~~ (2) years

~~It~~ is the ~~intent~~ of both parties to use the discipline procedure to correct and assist employees.

- 6.10 Should ~~an~~ employee ~~be exonerated prior to arbitration he/she~~ shall ~~be paid for any lost~~ wages, benefits and expenses. At Arbitration the arbitrator will so decide ~~the~~ penalty.
- 6.11 The ~~following~~ special procedures shall be applicable to an employee subject to a suspension or discharge:

An employee ~~subject to~~ suspension or discharge shall be informed of same as soon as the offense becomes known to management and ~~shall~~ receive an impartial hearing

within fourteen (14) days of management's knowledge of the offense. He/she may be held out of service for investigative purposes without pay for seven (7) working days. Thereafter, if the company has still not completed its investigation, they can continue the suspension with pay. **However, if the company proves that the employee is guilty, the employee will reimburse the employer for the suspension with pay, and vice-versa.** The employee and his/her representative shall be given a complete outline of the charges against him/her at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed, in writing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him/her at least twenty-four (24) hours in advance, ie, cannot be reached, then notice to the Local Chairperson or his representative shall suffice.

Should the employee not be contacted by the Local Chairperson, the time limits may be extended by mutual agreement so that the employee's right to an impartial hearing will not be jeopardized. The outline shall also include the date, place and time of the hearing. At the hearing, management shall present all evidence and/or witness to support their charges, and the employee may present evidence or witnesses to support his/her case. The employee shall be represented by a Local Union Representative. Management will render their decision of the hearing, in writing, within five (5) days thereafter.

- 6.12 No employee will be subject to discipline for refusing to take a polygraph examination,

Employees Rule Book

- 6.13 ~~me~~ Employees Rule Book is made available to all employees in order that they became familiar with same. It is the intention that all procedures are known by each and every employee and strictly adhered to. The procedures and rules set out in the employee handbook must be strictly abided by. Any employee not adhering to these regulations will be subject to disciplinary action. If there are any changes in the Loomis Rule Book, seven (7) days notice shall be given to the Executive Board of the Union prior to affecting the changes. The changes shall not conflict with the terms and conditions of the Collective Agreement.

ARTICLE 7 **ARBITRATION**

- 7.01 Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to an arbitrator. Such notification must be made in writing.
- 7.02 The arbitrator shall be selected in rotation from the following panel commencing with the first named persons:

Ms. Maureen Saltman
Mr. Simmons

- 7.03 Failing agreement on the selection of an Arbitrator within seven (7) days, the matter shall be referred to the Department of Labour who shall appoint the Arbitrator.
- 7.04 No person involved directly in the controversy under consideration shall be an Arbitrator.
- 7.05 a) The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved.
- b) In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.
- c) The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. However, the Board of Arbitration may rule to overturn imposed discipline.
- 7.06 The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.
- 7.07 The expense of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 6

SCHEDULE OF HOURS AND OVERTIME

All employees will punch in to work when they are in uniform and ready for work. Employees will punch out prior to changing at the end of their shift.

- 8.01 a) The regularly scheduled work week for a regular full-time employee shall consist of five (5) days of eight (8) consecutive hours each, making a total of forty (40) hours per week and two (2) consecutive rest days, preference shall be given to Saturday and Sunday by seniority and then to Sunday and Monday by seniority.
- b) The employer shall, whenever practical, establish a weekly schedule of four (4) ten (10) hour shifts, with preference given to three (3) consecutive days off. Preference shall be given to Friday- Saturday- Sunday and then to Saturday- Sunday- Monday by seniority.
- c) The employer may, wherever practical, establish a weekly schedule of three (3) thirteen (13) hour shifts, with four (4) days off. The employees working these shifts will be paid for forty (40) hours.

- 8.02 a) Employees who work on these shifts shall be paid ten (10) hours, or thirteen (13) hours, at straight time rates of pay for the first ten (10) hours, or thirteen (13) hours of work in any work day, and time and one-half (1½) for any work performed in excess of ten (10) hours, or thirteen (13) hours respectively.
- b) Eligible employees who regularly work on these shifts will receive ten (10) hours, or thirteen (13) hours respectively of pay for statutory holidays, bereavement leave, annual vacation and sick leave (to the maximum sick leave hours).
- c) Employees who regularly work on these shifts shall be governed by Article 8.03 (Over-time), in the same manner as employees on eight (8) hour shifts.

Overtime

- 8.03 a) Overtime at the rate of one and one-half (1½) of the basic hourly rate of the classification, shall be paid for all work performed by an employee working on his/her day off and for work performed beyond the normal daily eight (8) hours and the weekly forty (40) hours, whichever is greater, but not both.
- b) Any eligible employee required (scheduled or called in) to report to work on his/her rest days shall be guaranteed a minimum of four (4) hours overtime rate of pay.
- c) Eligible employees who desire overtime shifts will indicate their availability on a weekly sign-up sheet to be posted with the weekly schedule of hours. Overtime shifts will be offered by seniority.
- i) An employee who refuses overtime offered more than (1) time per weekly sign-up sheet, will not be allowed to sign-up for the following two (2) weeks.
- d) Employees who relieve regular employees on any ten (10) or thirteen (13) hour shift for less than a full weekly period, shall be paid straight time rate for the first ten (10) or thirteen (13) hours of work respectively, performed in any work day and time and one-half (1½) for any work performed in excess of ten (10) or thirteen (13) hours in any work day. He/she shall also be paid time and one-half (1½) the regular rate of pay for any regular hours worked in excess of forty (40) Hours per week. Overtime will be paid on a daily or weekly basis, whichever is greater, but not both.
- 8.04 An employee who works overtime in conjunction with his/her regular shift after two and one-half (2½) hours shall be allowed a meal allowance of \$8.50 to be paid within two (2) weeks.

- 8.05 a) An eligible employee temporarily assigned to a higher **rated** position shall receive the higher applicable rate for hours worked **in** that position. An employee temporarily assigned to a lower rated position shall **not** have his/her rate reduced.
- b) Full time and **part** time employees assigned to work in a **higher** classification shall **be paid** for **all** hours in **such** higher classification at the rate applicable.
- 8.06 Any employee required to **perform work** before the scheduled starting time shall **be compensated** at straighttime for eight (8) **hours** commencing when the employee starts work unless the employee commences work more **than half** ($\frac{1}{2}$) an hour **before** his/her scheduled **start** at which time the employee will be compensated **at overtime rate** for the time prior to his/her **start** time.

Meetings

- 8.07 An employee who **is** required to attend **any** meeting on Company **'business'**; not to include disciplinary meetings, shall be paid (**two (2) hours or actual time** involved, whichever is greater) at his/her **regular rate of pay** for such meetings occurring **more** than one (1) hour outside his/her regular shift
- 8.08 Every employee should have a minimum of **eight (8) hours rest** between the end of one (1) **shift and** the commencement of another. In the event that **any** employee is recalled to work before a period of eight (8) full hours **elapses**, he shall **be paid** at one and one-half (1½) times his/her regular hourly wage rate until such eight (8) hour **period is over**.

A.B.M. Stand-By Procedure

- 8.09 a) Employees available **and** desiring call **in** work will indicate this by signing a **weekly list** provided by the **employer**.
- b) Standby **shifts** will be twelve (12) hours in length.
- c) Remuneration for stand-by shall be as follows:
- i) Employees will be paid **\$15.00** pager rate of pay **per** every twelve (12) hour period.
- ii) Should an employee **be** called (paged) into work, they shall be **guaranteed** a minimum of **two (2) hours** pay **at** the applicable rate of pay.

Bid Procedure

- 8.10 All eligible employees shall bid for and then be assigned to **shifts** as created by the employer under the **terms** and conditions hereinafter set forth:
- a) The employer shall be responsible for formulating the shifts into **runs** if possible which will commence on or about **April first (1st)** and **October first (1st)** each year.
 - b) The company will post available bid **shifts** ~~at~~ least **two (2)** weeks in advance of the **sign-up**. All employees will be given a designated time to bid and will have fifteen (15) minutes to choose their preferred bid; failing that, the said employee will have the right to bid again when all other eligible employees have bid; if the employee still wishes not to bid, then he/ she will be demoted to casual.
 - c) Any employee who at the time of the bid is on leave for **any** reason and the expected date of return to work exceeds six (6) months from the date of the bid shall not have the right to bid until **the next** bid period. Should **the** employee return to **work** prior to the next bid, he/she will bump the junior eligible employee **for** the remainder of ~~that~~ bid. The junior employee will return to casual **status**, if a Full-time or Part-time position ~~is~~ not available.
 - d) Any time **a**n eligible employee goes **on** leave or **special** assignment during a bid period, he/she may be replaced by casuals until his/her return to work or **until** the end ~~of~~ the bid period, whichever comes first.
 - e) **Other Conditions**

Revised of Runs

1. **In** order to ~~meet~~ the needs of customers and improve **the efficiency** of the operation, reasonable changes to bids may **occur** from time to time by adding ~~or~~ removing stops, changing start times ~~or~~ revising runs.

Special Assignments and Pilot Projects

2. **Special** assignments and non-recurring or trial pilot projects will be **offered** to senior employees wherever possible.

Re-Assignment

3. Any reassignment **from** a bid position will be based on **seniority and** qualifications.

Refusal or Removal from a Bid

4. The company may refuse assignment to a bid position or remove an employee **from** a bid position for just cause, **subject** to the grievance procedure.
 - (a) **Should** the company refuse assignment **to** a **bid** or remove an employee **from** a bid, **he/she** may bump **a** more junior employee.
 - (b) Should an employee request to be removed from his/her **bid** for just cause, **he/she** may not bump junior employees. **He/she** will be **reduced** to casual and given their **original** casual **Seniority** date.

f) Work Schedules

1. **Work Schedules** will consist of **shifts** selected by the employee,
2. All bids will **be** made full-time wherever possible.
3. **When** no **more full-time bids** are possible, **part-time bids** will occur wherever possible.
4. Run integrity must be maintained.
5. Employees may transfer out of bid **positions** by job posting only. All **bids** junior to that **employee** shall then **be** given the option to **the** available position and so forth for the remaining available vacancies.
6. If there **is** a major change in volume of work, **hours** of work, or **mute** assignments, new bids must occur.
7. No split shifts will be **created without** prior agreement by mutual consent.

ARTICLE 9 **HOLIDAYS**

9.01 The following statutory **holidays will** be **observed** for eligible employees:

New Yeats Day
Good Friday
Remembrance Day
Christmas Day
Boxing Day

Labour Day
Thanksgiving Day
Victoria Day
Canada Day
Civic Holiday (**first** Monday in August)

- 9.02 a) An eligible employee will be entitled to pay for the above noted holidays though no work is performed, providing each employee works on the regular scheduled work days first preceding and next following such holidays. The Employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.
- b) i) When a holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day, or a mutually agreed upon day.
- ii) If required to meet customer needs, the holiday may be moved to the day preceding the holiday for employees who work overnight shifts. The employer will notify the employees in advance of the Stat. Holiday.
- 9.03 Holiday pay will be computed by multiplying the employee's basic straight time hourly rate of pay by the number of hours worked in the employee's regularly scheduled work day.
- 9.04 it is understood that the normal days pay will be based on the rate for the position which he/she would have been filling if he/she was working on that day.
- 9.05 If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he will be paid at his/her regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1-1/2) for the day worked in addition to the holiday pay.
- 9.06 In the event a Statutory (General) Holiday is proclaimed by the Federal and Ontario Government, such holiday shall also be observed if not already listed in the above holidays.
- 9.07 Time Bank
- a) Eligible employees who work on a statutory holiday may choose to bank that day to be taken at a later date, within one (1) year. (The year period will be from Jan. 1 To Dec. 31)
- b) Pay for time bank days used will be based on the rate of pay applicable on the day it was banked, not the date it is taken.
- c) Banked time will be limited to a maximum of five (5) days / (40 hours).
- d) Two (2) weeks notice is required to use a time banked day.

- e) Dates banked days will be used ~~must~~ be by mutual consent.

ARTICLE 10
ANNUAL VACATION

- 10.01 a) No later than January 1st of each year the Employer **shall post** a vacation list (or lists) on the bulletin board, and each employee shall, in order of seniority, note his/her vacation preference on the appropriate list such preference **must** be noted by March 1st.
- b) The Employer may limit the number of employees who are on vacation at any ~~time~~ so as to maintain operating efficiency and quality of service.
- c) Only the employee may decide whether his/her vacation will be taken at one ~~time~~ or split into more than **one** portion. However, no employee **may split** his/her vacation within the period **from** May 15th to September 15th; the remaining **portion(s)** not shorter ~~than~~ one (1) week, must be taken outside that period.
- d) Between July 1st and August 31st, vacations will be **limited** to two (2) weeks for any employee but may be taken in conjunction with the **week(s)** immediately before or after these dates. During ~~this~~ period, 10% of eligible employees will be allowed **vacations, or** mors if **mutually agreed** upon. Only one vault employee will be permitted vacation at any one time.
- e) Only one (1) Route employee (Armored-ABM) and **one** (1) h-Plant employee will **be permitted** vacation during the period five (5) days prior to Christmas and five (5) days following **Christmas**, unless mutually agreed upon to allow more.

10.02 Vacations - Service Requirements and Entitlement:

a)	<u>Service Requirement</u> <u>Years</u>	<u>Entitlement</u> <u>Weeks</u>	Hours <u>Pay</u>	<u>% of</u> <u>Earnings</u>
	One (1) Yr	Two (2)	80	4%
	Three (3) Yrs	Three (3)	120	6%
	Ten (10) Yrs	Four (4)	160	8%
	Sixteen (16) Yrs	Five (5)	200	10%

b) **Applications:**

Regular full-time **and** part-time employees will receive **vacation pay** on the **basis** of their hours of pay entitlement at the rate of pay they were receiving at the date of ~~taking~~ their vacation or at the percentage (%) entitlement applied to their annual gross earnings **for the anniversary year** for which they are receiving their

vacation, whichever is the greater and subject to the provisions of paragraphs 10.03 and 10.07 of this Article.

- 10.03 For the purpose of determining an anniversary year of employment to qualify an eligible employee for vacation and vacation pay, the parties agree that when an eligible employee has worked a minimum of twelve hundred (1200) hours in the employee's anniversary year, the employee shall be eligible for vacation as set forth above.
- 10.04 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he/she shall receive four (4) percent of the gross earnings he received while in the employ of the Employer.
- 10.05 In the event of an eligible employee leaving the employ of the Employer after he/she had his/her vacation he earned for the previous anniversary year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his/her pay for anniversary year in which he/she ends his/her employment for which no vacation has been paid.
- 10.06 Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay and how the vacation was calculated (i.e., on a percentage or weekly guarantee). A separate payroll will be made up for payment of vacation benefits.
- 10.07 Eligible employees who shall have worked less than twelve hundred (1200) hours in their last anniversary year, will be allowed the appropriate percentage of their vacation time, and of their gross pay; that is 4%, 6%, 8%, or 10%, based on their length of service (and be allowed appropriate time off if he/she so chooses), earned during their last completed anniversary year.
- 10.08 Casual employees shall receive vacations and vacation pay in accordance with the minimum requirements of the ordinance governing annual vacations under the Canada Labour Code.
- 10.09 Employees must take their earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned.
- 10.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the Branch Manager and the employee.

10.1 ■ An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall at the option of that employee, have the right to have such vacation carried to the following year.

ARTICLE 11

C

1 ■01 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Employer establishes that:

- a) Sufficient qualified employees, whether working or on layoff are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient:
- b) An emergency or an exceptional volume of work exists which is beyond the Employer's resources for the available period of time, for which situation the Employer cannot be held responsible, and provided the Employer has taken normal precautions to maintain its equipment.

11.02 The employer further undertakes not to contract out any work which can be more efficiently and more economically performed by its own employees, equipment and expertise.

11.03 in all cases, contracting out of work shall not result in reduction of rates of pay, nor cause layoff of employees.

11.04 Where the employer establishes the need to contract work, the manager shall give the local president as much prior notice as possible, setting out the nature of the work and the reason for going to an outside contractor. Any grievance arising under this article may be commenced at Step 2 of the Grievance Procedure.

ARTICLE 12

LEAVES OF ABSENCE

Maintaining Seniority

12.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

Leave of Absence

12.02 If an employee desires a leave of absence for reasons other than those referred to below, he/ she must obtain permission in writing, for the same from the employer. However, no legitimate and reasonable request will be denied. If the leave of absence

is to extend a vacation, then it must be in accordance with Article 10.01. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

Medical Leave

- 12.03 a) When an employee suffers an injury or illness, whether on the job or not, preventing him from reporting to work, he will automatically be granted leave of absence.

Reporting to Employer

- b) When an employee suffers an injury or illness which requires his/ her absence, he/ she shall report the fact to the employer (as soon in advance as possible and preferably with a minimum of two (2) hours notice in advance of his/ her actual starting time) so that adequate replacement may be made if necessary.

Sick Pay Plan or Worker's Compensation

- c) The medical leave will be without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan or Worker's Compensation (if injury occurred at the workplace).

Employee notification of an illness

- d) Employees must keep the Employer notified of their correct address and phone number at all times.

Notification of Return to work

- e) It is required that employees on sick leave advise the Employer as to his/ her availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours notice.

Medical Authorization

- f) The employee is subject to his/ her doctor stating said employee can return to work. The Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer, and subject to Article seventeen (17).

Parental Leave

12.04 Parental leave will be as set out in the **federal** labour code.

Return from Leave

12.05 An employee returning **from** authorized leave shall **be returned** to his/ her **former** position. If the position no longer exists, he/she will return to a comparable position in the same **classification**, subject to Articles 8 and 13.

Other Employment without Consent

12.06 In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence, his/her employment may be terminated subject to proper proof of same.

Funeral Leave:

- 12.07 a) **If an eligible** employee suffers a death in the immediate family such employee, upon **request, will** be granted such time off with pay as is necessary to make arrangements for the funeral and to attend.
- b) Such time off shall **be four** (4) of the employees scheduled work days for, **mother**, father, stepmother, stepfather, **spouse**, and children.
- c) Such time off shall be **three (3) of** the employees **scheduled** work days for, brother, **sister**, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and any relative permanently residing in the employee's household or **with** whom the **employee** resides.
- c) If any further leave is requested then that leave must be granted without pay.

Jury Duty or Subpoenaed Witness

12.08 When eligible employees are required to serve on a jury **or** subpoenaed as witness, they **shall be** paid the difference between the fees and their **scheduled** hours of work for each week they **are required to serve** provided the employees shall be available to work for the Employer during said period **when** they are not required to **serve**.

ARTICLE 13
SENIORITY

Lists

- 13.01 a) Five (5) separate seniority lists will be maintained by the employer. Effective January 01, 1999.
- 1 Route / ABM
 - 2 Vault / Turret
 - 3 Cash Cage
 - 4 Maintenance
 - 5 Casual
- b) The Employer and Union shall, immediately, and every six (6) months thereafter, review seniority lists setting out the name, classification and seniority date of all employees. Employees shall be placed on the appropriate list immediately upon taking a position covered by this Agreement.
- i) Casuals will only have seniority within their own list for assignment and promotion purposes only and it will commence with the first shift worked.
 - ii) Eligible employees will hold seniority over casual employees.

Transfers

- 13.02 a) i) Eligible employees hired to full-time or part-time prior to January 01, 1999 may, in writing, request a transfer between seniority lists one (1), two (2), and three (3), however they must possess the required qualifications prior to the transfer being granted. Employees granted transfer shall be placed at the bottom of the other list.
- ii) Eligible employees hired to full-time or part-time after January 01, 1999 will not be permitted transfer to or from seniority list three (3), except in the event that they are subject to lay-off.
- b) The request shall be forwarded to the employer and to the Executive Board. The employer will undertake to give preference to such transfer requests before the promotion of casual personnel.

Promotions

- 13.03 a) Promotions or transfer for all classifications, shall be subject to the job posting and bid procedures and shall be made in accordance with list seniority, provided the employee possesses the necessary qualifications for the new classification.
- b) Upon promotion to eligible status, seniority will commence from the date of promotion.
- 13.04 a) An employee, who is assigned to a position by bulletin, will receive a full explanation of the duties of the position and must demonstrate his/her ability to perform the work within a reasonable period up to ninety 90 days worked, the length of a time dependent upon the character of the work. In any event, such period will not be less than 5 days worked. Any extension of time beyond ninety 90 days worked shall be locally arranged.
- b) Failing to demonstrate his/her ability to do the work he shall be returned to his/her former position subject to Article 8.10 of the bid procedure.
- c) When an employee who has been assigned to a position by bulletin fails to demonstrate his/her ability to perform the work, the position will be re-bulletined.
- 13.05 Any employee who has been promoted to a position outside the bargaining unit and after a reasonable trial period not to exceed ninety (90) days and is found to be unsatisfactory for the new position, shall be restored to his/her former position and shall retain his/ her seniority therein subject to Article 8.10 of the bid procedure. Protection of seniority for an employee promoted outside of his/her bargaining unit shall apply only once during the term of this Agreement to any individual employee.

Requested Lay-off

- 13.06 Eligible employees who request a lay-off to casual status shall be assigned their original casual seniority date. Articles 13.07, 13.08, 13.09, 13.10 will not apply.

Lay-off

- 13.07 The demotion or layoff and recall of employees due to reduced work requirements will be based on seniority; that is, the last hired will be the first laid off and the last laid off will be the first recalled. This is based on eligible company seniority for Ottawa branch.
- 13.08 Eligible employees who have been demoted to the status of casual employees shall hold up seniority among employees on the casual seniority list, shall have first call to assignments with greater earning opportunities, and shall be the first in line for promotion to eligible status.

13.09 Eligible employees subject to **lay-off** who must change seniority lists in order to maintain their eligible status will retain their current seniority when moved to their new seniority list.

13.10 Recall of employees to eligible *status* will be subject to the following:

- a) Employees may refuse recall to another seniority list without any **loss** of recall **seniority** for **their** own seniority list.
- b) Employees may refuse one (1) recall to their own seniority list, however **he/she** shall not hold up seniority **over** the employee who **fills the** available position. Upon **second refusal** they will **forfeit** their recall seniority.

Loss of Seniority

13.11 An employee shall lose seniority in any of the following events:

- a) He/she is discharged **for** cause, **or** during his/her probationary period; or
- b) He/she voluntarily leaves the employ **of** the Employer; or
- c) He/she fails to report to work after a **layoff**, within **five** (5) days **after being notified** by registered mail: or
- d) He/she fails to report to work at the expiration of a leave of absence except for a bonafide emergency; **or**
- e) He/she **is** absent from work for three (3) days without notifying the Employer; except for a bonafide emergency; or
- f) He/she is promoted and remains **outside** of the bargaining unit ninety (90) days or longer; **or**
- g) He/she has been on **lay-off** for a period of more than **two** (2) years, or for a period of time equal to their length **of** seniority, whichever is **less**.

ARTICLE 14 **JOB POSTING**

- 14.01 a) In the event a vacancy occurs In **any** of the classifications covered hereunder, the Employer shall post a notice on the **Bulletin Board** **notifying** employees that such a vacancy **exists**. Employees desiring **consideration** for **such** a job **shall then** apply in writing within seven (7) days of such posting. **The** filling of such vacancy **shall** be made within five (5) days thereafter.

- b) All notices will show classification, general description of duties and necessary **qualification.**
- c) All employees wishing to be considered **for** a job posting when on leave less than **two (2) months** must notify the Manager **prior** to leaving.

ARTICLE 15
LUNCH AND REST

- 15.01 All periods of four (4) **consecutive** hours will have a fifteen (15) minute paid **break.** in addition, **all shifts** of five (5) **consecutive** hours or more shall have a ½ hour paid meal break. Employees on a shift **of eight (8) hours or more** shall have a **second** fifteen (15) minute paid break and. employees on a shift of eleven (11) hours **or more** shall have a third fifteen (15) minute paid break. Should an employee not be allowed a break or meal period during his assigned hours, he shall be paid **for** them at **overtime** rates. All employees are required to take the breaks, and will only have the option of not taking their breaks if approved by a **supervisor.** This only under special circumstances which involves customer needs and will improve the daily operation of a **mute.** Employees will not be forced to take a meal period in the first or final hour of their shift.
- 15.02 Such breaks shall be made on the route without appreciable deviation from the approved or **established** schedule **of** the crew. Every **effort** shall be made to avoid taking **such** stops when high liabilities are on board the **Armored car** and at times when the making of such stops will interfere with the Employer's obligations to the customer.

ARTICLE 16
PAY DAY AND PAY STATEMENTS, ETC.

- 16.01 All employees covered by this Agreement shall be paid not less frequently than **on** a **bi-weekly** basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be cash or cheque at the Employer's option.
- 16.02 The **Employer** shall provide every employee **covered** by this Agreement on each pay day, with a separate or detachable written **or** printed itemized statement in respect of all wage payments to **such** employee. Such statement shall set forth the total **hours** worked, total overtime hours worked, the rate of wages applicable and all **deductions** made **from** the gross amount of wages.
- 16.03 When there is an **error** or short payment or any other **type** of **error,** this shall be corrected as **soon** as possible. **However,** when an employee is short paid **fifty (\$50.00)** or more, a cheque will be issued **within three (3) days** **of** an employee's request for payment to cover the shortage. **If less** than **fifty (\$50.00)** it will appear **on** the following

pay cheque. If no pay cheque has been issued, employee will be paid out of petty cash.

- 16.04 Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.

Severance Pay

- 16.05 Severance pay will be paid as set out in the federal labour code.

ARTICLE 17 **MEDICAL EXAMINATION**

Employer Requested Examinations

- 17.01 a) Any medical examination requested by the Employer shall be promptly complied with by all employees.
- b) A copy of the complete results of any medical examination must be given to the employee as soon as said examination results become available.

Employer Paid Medical Examinations

- 17.02 The Employer shall pay for all such Employer Required medical examinations.

Medical _____ i) _____ s During Employees Normal Working Hours

- 17.03 Any employee requested by the employer to take a medical examination, must do so during his/her normal working hours and shall be paid for the time involved. The employee must not lose any pay as a result of his/her taking a medical examination.

Motor Vehicle Required Medical Examination

- 17.04 In addition to the Employer's required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

Employer Decision

- 17.05 a. If following an Employer requested medical examination, any employee is deemed by the employer, based on the medical results and physician recommendations, to be physically incapable or carrying out his/her regularly assigned duties, the employee shall be reclassified subject to Article 17.07.
- b. Should the employee disagree with the employer's decision the following procedure shall be followed:

Union Review of Medical Findings

1. The Employer shall notify the Local Union Executive Board of the medical findings with respect to the employee. Should the Local Union Executive Board or the employee disagree with said findings, the employee, at his/her own expense, shall have the right to be examined by his/her personal physician.

Consultant Appointment

2. Where there is no agreement between the Employer-appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.

Consultant Findings

3. The findings of the consultant shall be final and binding upon all parties.

Cost of Consultant

4. The remuneration of the consultant shall be borne by the Employer.

Consultant's Results

- 17.06 a) Should the consultant deem the employee to be capable of carrying on his/her assigned duties then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.
- b) Should the consultant deem the employee incapable of carrying on his/her assigned duties then the employee shall be reclassified as a result.

Reclassification

- 17.07 a. The Employer **will** make every effort possible to locate a suitable position **for the reclassified** employee. The reclassified employee **will** be paid at the existing rate of his/her new classification.
- b. In the event ~~that~~ no position or classification can be **identified** and suited to accommodate the employee, **he/she** will:
- i) be placed on **layoff** (medical leave of absence without pay): or
 - ii) **qualify** for participation in any of the employee benefit programs to which **he** is entitled to as a participating member, or
 - iii) **qualify** for Workers' Compensation if his/her incapacity resulted from an on-the-job illness or injury.

ARTICLE 18 **TRUCK MAINTENANCE**

- 18.01 The Employer shall not require employees to **take** out on the ~~streets~~ or highways any vehicle that is **not** in safe operating **condition** or equipped with the safety appliances or stickers or passed the required **inspections** prescribed by law. It shall not be a violation of this Agreement where employees **refuse** to operate such equipment provided such refusal is **justified**.
- 18.02 In the event an employee determines that a vehicle is in unsafe operating **condition**, he shall inform his/her Supervisor. The Supervisor, **if he agrees**, shall place a red tag in a conspicuous place on the vehicle. Such vehicle **shall** not be operated until the fault is **corrected**.
- 18.03 All trucks owned ~~or~~ leased by the Employer must have steps or similar devices to enable employees **to** get in and out of the body **for safety** purposes and shall **also** be **fitted with** safety **belts**.
- 18.04 All units shall have adequate heaters, windshield wipers and defrosters and those trucks which **do not** have air conditioning units **will** have such equipment **installed** as **soon** as it is possible and practical to do so.
- 18.05 No employees shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's **responsibility** in checking his/her truck for gas, water and **oil** and to see ~~that it is~~ in proper operating condition, not in driving the vehicle to the proper place of maintenance and parking. This shall also not apply to changing ~~of~~ flat tires within reason ~~or~~ making minor emergency repairs when away from the plant.

- 18.06 **Employees** shall immediately or at the end of their shift report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee, General cleanliness of the vehicle is the responsibility of the employee.
- 18.07 The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. The Employer shall pay all fines resulting from unsafe loads.

ARTICLE 19
TRAF _____

- 19.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof.
- 19.02 Moving violations shall be the sole responsibility of the driver, e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.

ARTICLE 20
GENDER

- 20.01 Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

ARTICLE 21
TOOLS

- 21.01 Tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall remain the property of the Employer at all times.

ARTICLE 22
RY F _____

- 22.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.

- 22.02 a) Clothes closets or lockers of a suitable size **for the protection of** employee's clothes and personal belongings shall be provided.
- b) Each employee will be assigned a **locker**. Once assigned, **the** locker shall be considered as that employees' private **property**. Larger lockers will be issued to eligible employees before casual employees.
- c) **No one** may open and/ or search the employees locker unless that employee is present, or, for **security** considerations when the employee or the Union have been notified **prior** to opening the locker.

ARTICLE 23 **SAFETY AND HEALTH**

- 23.01 The Employer shall make reasonable **provisions** for the safety and health of its employees during the hours of their employment. Sealed fire extinguishers and proper **first aid kits** will be assigned to **each** vehicle and will be checked daily by the driver who **will** report any broken seals.
- 23.02 The employer **shall** implement all passible measures to ensure a safe and healthy work environment for all **personnel**. The Canada **Labour Code, Part II**, its regulations, shall form **a** minimum acceptable **health and** safety **standard**.
- 23.03 At no time shall the number of employer members be greater than the number of employee members of the **JSHC** and vice versa. There shall be two (2) **chairpersons**, one selected by the **employer and** one elected by the employee members.
- 23.04 The employer shall provide to the **JSHC** an **office** office space, a filing cabinet that can be locked, a desk, **two** (2) chairs, a current **copy** of the Canada Labour Code Part **II** and Regulations and a bulletin board for **its** exclusive use. The **JSHC shall** have reasonable access to telephone, **photocopy** and fax **services, without** disruption to the progress of **normal** office work.
- 23.05 **The Garage and Office** shall **be** adequately heated and ventilated.
- 23.06 First-aid requirements will be in accordance with the **Federal** code. There shall be **one** **(1)** trained employee for **each** shift. The employer will pay for **the** course.
- 23.07 **Joint Health and Safety Committee**

The Employer shall ensure that **the** Safety Committee consisting of two (2) Company representatives and **two** (2) Union representatives will **meet** on a monthly basis. **Action** will be **taken on items** that need to be **corrected**. The Union and Company agree to comply with the Canada Labour Code.

ARTICLE 24
UNION NOTICES

24.01 The Employer agrees to provide space that is readily accessible for the official Union notices of **direct** interest to the employees.

24.02 The following items must be posted on said Notice Board:

- a) a copy of this Agreement:
- b) seniority **lists** to be revised **every** six (6) months.

ARTICLE 25
NEW EQUIPMENT

25.01 In the event the Employer proposes the introduction of equipment in its operation requiring **specialized** training, the Employer agrees to give first opportunity to employees then on the **payroll** by seniority, and in the **classification** to operate the equipment and/or to train to operate the equipment provided the employee **qualifies** with the requirements.

ARTICLE 26
PENSION, HEALTH AND WELFARE

26.01 a) Employees hired after January 1, 1987 will be eligible to join the company pension plan after **twenty-four** (24) months of **employment**, provided the employee has earned **thirty-five** (35) percent or **more** the YMPE in each of **two** (2) consecutive calendar years.

b) Upon joining the plan, pension benefits will vest fully after **two** (2) years credited membership service.

c) All regular full-time and part-time employees at December 31st, 1986 will be **deemed** members of the company pension plan.

26.02 The Company shall **provide** a comprehensive **Health and Welfare** Plan. All eligible employees must be **enrolled** as a condition of **employment**. The cost to the employee will be the equivalent of **½ %** per month of regular earnings.

26.03 The Employer **will** provide the Medical and Hospital **Services** Plan for those eligible employees who work a minimum of **twenty** (20) hours per week.

26.04 The Employer will **provide** for eligible employees, who have completed probation, a Dental Plan, including orthodontist coverage as follows; **50% of the cost** to a maximum

of ~~twelve~~ hundred dollars (\$~~1200~~) lifetime, per dependant aged ~~18~~ or under. A copy of the Plan is attached.

- 26.05** The Employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand dollars (**\$100,000.00**).
- 26.06** The Employer will make available to eligible employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on ~~seventy~~ 70% of average weekly earnings up to \$300.00 per week. The total disability period shall be a maximum of two (2) years calculated from the commencement ~~of~~ the short-term disability.
- 26.07** Short-Term Disability benefit commences on the first (1st) day of accident and the fourth (4th) day ~~of~~ sickness. Benefit is based on seventy 70% of average weekly earnings up to the UIC standard for the first ~~fifteen~~ (15) weeks. An increase in the payment will be automatic in accordance with the UIC standard.
- 26.08** The Employer will make available to eligible employees a Personal Accident Insurance Plan for those employees who voluntarily enroll in the Plan and who continue to pay the required monthly premium. This is a separate plan.
- 26.09** The Employer will provide to eligible employees and their dependents a Group ~~Life~~ Insurance Plan "A" to a maximum of forty thousand \$40,000.00 based on annual base salary.
- 26.10** The Employer will provide to eligible employees Accidental Death or Dismemberment Insurance - Plan "A" to maximum forty thousand \$40,000.00 based on annual base salary.
- 26.11** The Employer agrees to provide all employees with current ~~details~~ and information covering all employee benefit programs for which employees covered by this Agreement are entitled to participate.
- 26.12 a)** Employees will be entitled to six (6) days paid sick leave to a maximum of forty-eight (48) hours per contract year. Any sick days which have not been taken will be paid in cash in the month of July ~~of~~ each year.
- b)** All sick leave which has been accumulated as of July 01, 1989 will be paid in cash to the employee upon his/ her leaving the company's employ for whatever reasons. Any previously accumulated sick days will be honored for time off sick but will not be paid upon leaving the company's employ. A copy of accumulated sick leave will be furnished to the Local Union President at the end of each contract year.

26.13 The Company will pay the cost of prescription eye glasses to a maximum of one hundred and fifty **\$150.00** once every **twenty-four 24** months.

ARTICLE 27 **TRAINING**

27.01 Training is mandatory **for** all employees.

27.02 Training will **be** made available to all employees in **order** of seniority. **Such** training will **be** paid at the employees' straight rate **of** pay.

Voluntary Training

27.03 a) Employees shall be encouraged to learn the duties **of** other positions and **every** opportunity shall be afforded them to **learn** the work of **such** positions in their own time.

b) Where training facilities are provided **by** the Company on a voluntary basis, an employee taking advantage of such training **will not be compensated**.

c) The **employee** may train when it will not unduly interfere with **regular** operations.

Training During Normal Working Hours

27.04 a) An employee required **by** the Company to take training **during his/her normal working hours** will be paid his/her regular rate of **pay while** in training.

b) The **employee** may train during **the** employee's regular working hours when it will not unduly interfere with the performance of their **regularly** assigned duties.

c) The **supervisory officer** may for **this** purpose **arrange** with the interested employees to exchange positions for temporary periods without **affecting** the rates **of** pay for the employees concerned.

Specialized Training

27.05 Hand Gun Training

The company will **arrange** for gun training qualifications every six **(6)** months, while engaged in **such** training, employees will **be** paid their regular rate of pay for a minimum of four (4) hours **or actual** hours involved, **whichever is the greater**.

27.06 Permits and Licences

The company agrees to pay for ~~the~~ following;

- i) P.A.L. (possession acquisition license) renewal, up to a maximum of eighty (80) dollars per year.
- ii) Gun Permit renewal, up to a maximum of forty (40) dollars per year.

Trainers

27.07 a. Any employee who is required to provide training will be paid as Lead Hand ~~for~~ all hours engaged in such training.

b. Lead Hand

- i) **Lead hand position is to be offered** in accordance with the job posting procedure (Article 14). The posting shall state the approximate duration of the position, e.g. ~~three~~ weeks, ~~two~~ months, etc.
- ii) The Lead Hand shall issue no discipline. It is agreed that this is **not** a supervisory position.
- iii) Lead Hand duties are to assume various clerical tasks of absent supervisors, work on ~~re-routing~~, help draft upwork schedules and, assign employees in emergencies.
- iv) Lead Hand may be asked to provide training to ~~other~~ employees.

ARTICLE 28 **PRINTING OF COLLECTIVE AGREEMENTS**

28.01 The union will undertake the responsibility for the translating and printing of the ~~collective~~ agreement in both languages (French and English) as may be required ~~for~~ each ~~employee~~. The Company and Union will split the ~~cost of~~ printing ~~of~~ the agreement. However the Company will **pay** for the translation ~~of~~ the agreement ~~into~~ French.

ARTICLE 29 **UNIFORMS AND WORK CLOTHES**

29.01 The Employer shall provide and maintain for each employee, ~~free of~~ charge, the following :

a) **Route/Turret/Vault Employees**

Eligible employees

two (2) caps (optional),
one (1) jacket (local requirements),
two (2) sweaters,
eight (8) shirts (4 summer / 4 winter),
two (2) ties,
one (1) belt and holster,
one (1) winter coat,
three (3) trousers.

b) **Casual Employees**

one (1) cap,
one (1) sweater,
two (2) shirts,
one (1) jacket,
two (2) trousers,
one (1) tie,
one (1) belt and holster,
one (1) winter coat.

c) **Cash Cage Employees**

The Employer shall maintain a supply of at least 3 smocks/lab coats for temporary issue to any employee if requested.

d) **Maintenance Employees**

Two (2) pairs of coveralls

29.02 a) Items of the uniform shall be replaced with new issues upon return of worn out uniforms, as needed, and shall remain the property of the Employer. Items of the uniforms must be returned to the Employer upon termination of employment. All employees will be responsible for their uniforms as issued, replacement of uniforms will only occur when employees return old uniforms.

b) Dry cleaning, repairs, and necessary alterations of all items will be at the employers expense. All washable parts of the uniform will be washed by the employee.

Bullet-Resistant Vests

29.03 The Employer shall pay two hundred and fifty dollars (\$250.00) per employee every five (5) years, providing the following requirements are met:

- (a) The bullet-resistant garment must be of a style that is approved by the employer.
- (b) A receipt for the full cost of the garment must be submitted to the Employer.

Boot Allowance

29.04 A boot allowance up to a maximum of seventy (70) dollars for eligible employees and sixty (60) dollars for casual employees will be paid once every two (2) years for black safety boots. A valid receipt is required prior to being paid.

ARTICLE 30
CLASSIFICATION AND WAGE RATES

Classifications	Date of Ratification	Dec1/99	Dec1/2000
Custodian	16.70	16.87	17.21
Driver	14.75	14.90	15.20
Guard	13.94	14.08	14.36
Night Dep. 1	14.94	15.09	15.39
Night Dep. 2	14.83	14.98	15.28
Technician (ABM)	13.94	14.08	14.36
Vault Teller	16.70	16.87	17.21
Coin Clerk	11.21	11.32	11.55
Turret Operator	10.76	10.87	11.09
Cash Cage	10.91	11.02	11.24
Maintenance	11.08	11.19	11.41
Casual (Out-Plant)	11.20	11.31	11.54
Casual (In-Plant)	9.52	9.62	9.81
Probationary (Out-Plant)	9.50	9.60	9.79
Probationary (In-Plant)	9.00	9.09	9.27
Lead Hand	** applicable rate plus \$1.00 / hour **		

Note: The company may arrange to pay employees (at no cost to them) by direct deposit.

ARTICLE 31
PEL EDUCATION LEAVE

- 31.01 The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all compensated hours for the purpose of providing paid education leave starting January 1st 2000, and two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave starting January 1st 2001 and thereafter. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address: CAW Leadership Training Fund, CAW-Canada - PEL Training Fund, 205 Placer Court, Willowdale, North York N M2H 3H9.
- 31.02 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 32
HARASSMENT POLICY

- 31.01 The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,

Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,

Posting or circulation of ~~offensive~~ photos or visual materials,

Refusal to work ~~or~~ converse with an employee because ~~of~~ their racial background or gender,

Unwanted physical conduct such as touching, patting, pinching, etc.,

Unwelcome invitations or requests,

Condescension or ~~paternalism~~ which ~~undermines~~ self respect,

Backlash ~~or~~ retaliation for the lodging of a complaint ~~or~~ participation in an investigation.

32.02 HARASSMENT IS NOT

Harassment is in ~~no~~ way to be construed as properly discharged supervisory responsibilities including the delegation ~~of~~ work assignments, the assessment of discipline ~~or~~ any conduct that does not undermine the dignity of the individual. ~~Neither~~ is this policy meant to inhibit ~~free~~ speech or interfere with normal social relations.

32.03 FILING A COMPLAINT

If an employee believes that they have been harassed and/or discriminated against on the basis of any ~~prohibited~~ ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. ~~Inform the~~ individual that is doing the harassing ~~or~~ the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, ~~complete~~ with times, dates, location, witnesses and **details**.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or ~~they may~~ fear reprisals from the harasser, lack of support from their ~~work~~ group, or disbelief by ~~their supervisor~~ or others. The incident should ~~be~~ brought to the **attention of** your Supervisor and/or ~~Committee~~ person.

32.04 INVESTIGATION

Upon receipt of the complaint, the Supervisor/~~Committee~~ person contacted will immediately inform their Union or Company counterpart and together ~~they~~ will then **interview** the employee and advise the employee if the complaint can be resolved immediately ~~or~~ if the complaint should be reduced to writing on the Human Rights Complaint form or processed ~~through~~ another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Plant Chairperson.

The Plant Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

32.05 **RESOLUTION**

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Plant Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the Intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the 3rd step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 3rd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

32.06 **RIGHT TO REFUSE**

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle that in serious cases or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above be developed by CAW and the Company and will be implemented as a part of this procedure.

This procedure in no way precludes the complainant's right to seek action under the Federal Human Rights Code. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

IN WITNESS THEREOF the Party of the First Part has hereunto affixed its signature(s) and the Party of the Second Part has hereunto affixed its signature(s).


DATED at Ottawa, this 29th of April, 1999.

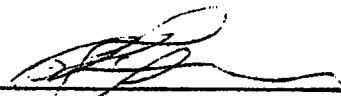
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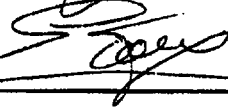
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CANADIAN AUTO WORKERS
UNION

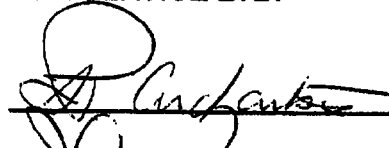
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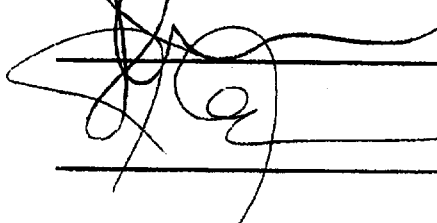












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