

COLLECTIVE AGREEMENT

Between

SECURICOR CASH SERVICES

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 4266A**



Effective from: **November 1, 2004 to October 31, 2007**

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SECURICOR CASH SERVICES

(Hereinafter referred to as the "Company")

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION 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.

ARTICLE 1: UNION RECOGNITION

- 1.01 This Collective Agreement shall cover all employees of the Employer working in the greater Ottawa, Kingston, Pembroke regions, including present satellite branches recognized by the parties and future satellite branches, excluding branch manager, branch management team, administration staff, and sales staff.
- 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.
- 1.03 Prohibiting work: Unless there is a specific provision as defined in article 4.05, the employer is committed not to allow any person not covered by the present accreditation to work in any function performed by the members of the union.
- a) for the purpose of instruction or training, or
 - b) small satellite operations as specifically spelled out in Appendix A.
- 1.04 It will not be considered a violation to this Agreement, nor will it be reason for termination or disciplinary measures if an employee refuses to cross a legal picket line.
- 1.05 **Joint Labour/Management Consultation Meetings**

The Company and the Union agree to meet for the purposes of promoting cooperation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every two (2) months, the chair rotates, the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in a letter of understanding attached to 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 are 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.

2.04 The Company can only be held responsible for the actual deductions made for the Union, and the latter agrees to indemnify and save harmless the Company from any and all claims and disputes that could be made by an employee because of amounts deducted from his wage in conformity with the present agreement.

2.05 When a union representative is authorized to miss shifts to work on behalf of the union, the representative will receive his usual pay from the company. The company will invoice the local union once per month to get reimbursed for such payments.

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.

3.02 **New Classifications:**

(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 matters 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 make the Employer their principal place of employment and who are regularly guaranteed 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.

3.04 **Use of Casual Help:**

(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 temporarily absent (leave or vacation) as per the provisions of this Collective Agreement.

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.

(d) Casual employees shall not be used while bargaining unit employees are on lay-off until said employees are first offered recall to work.

3.05 **Probationary Period:**

Notwithstanding anything in this Agreement, any employee shall be on probation for a period of sixty (60) days worked. 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.

3.06 **Mutually Arranged:**

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

3.07 **Executive Board:**

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.

3.08 **Joint Safety and Health Committee (JSHC):**

Mandated by the Canada Labour Code, Part II

3.09 **Safety Representative:**

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

3.10 **Days:**

Any reference to days will be considered calendar days except where specified otherwise.

3.11 **Qualifications:**

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

3.12 **Emergency:**

Emergency is to be defined as circumstances which are both unforeseen and unpreventable, and require immediate attention.

3.13 **Union Business:**

Union business refers to internal union matters.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 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:
- (a) The right to hire, promote, classify, layoff, reclassify, suspend, discharge or otherwise discipline employees.
 - (b) The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
 - (c) 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.
 - (d) The right to reduce overtime hours wherever and whenever possible.
 - (e) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- 4.02 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.
- 4.03 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, 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 elected 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 who 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 subject to Company policies and procedures 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 . Such time spent in handling grievances during the union representatives regular working hours shall be considered working hours in computing overtime if within the regular schedule to the union representative.
- All time spent by union representatives working in the administration and application of this agreement will be paid at their regular hourly rate.
- 5.06 Members of the Union Bargaining Committee will be entitled to leave their work during working hours in order to attend negotiation meetings with the Company and conciliation as a result of collective agreement negotiation.
- Members of the Union Bargaining Committee shall not suffer a loss of regular pay or benefits as a result of attending to negotiation duties herein. If a Union representative is not working on a shift at the time of such meeting, but attends the meeting, he shall be remunerated at his basic hourly rate, however those hours will not be considered as hours worked for the purpose of overtime calculations.
- 5.07 If the National Union asks, the employer will allow a union representative a leave of absence without pay for part or full duration of the agreement so that he may work for the Union. He will maintain and accumulate his seniority during the entire period of his union assignment. The union will pay his regular full salary at regular wages.
- 5.08 In case of lay off, the Local Union President / Chairperson is reputed to be the one with the most seniority. To this effect, when there is a lay off, the Local Union President / Chairperson will be the last employee to be laid off. This will also apply to the Local Vice-President in Kingston, except if the person prefers the lay-off.
- 5.09 **Leave of absence for Union business:**
- The company shall allow time off work without pay, to any employee(s) who is serving as a union delegate to any conference, function(s) or meeting(s) with or without the national representative and will give written notice of at least seven (7) working days in advance to the Company. In any situation where it is not possible to provide seven (7) working days notice the National Representative will make the request for the leave with the Branch Manager directly.

ARTICLE 6: GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible. 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 and shall be adjusted and settled with the terms and conditions set forth in this Agreement.
- 6.03 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 **Step 1:**
- An employee having a complaint should first take the matter up in writing with his or her immediate supervisor. The supervisor must provide a written response to the employee within three (3) days of receiving the complaint / grievance.
- Step 2:**
- Failing resolution of the grievance or complaint at the first step the employee and/or their representative shall submit their formal grievance in writing to their manager within five (5) of his or her working days of receiving the response from the supervisor at step 1. The respective manager shall meet with the grievor (during his working hours or within thirty (30) minutes of his start and end times) and the steward within five(5) working days from the date of the grievance. The written decision of the Company shall be returned within three (3) working days from the date of the above meeting. Copies of the grievance response for the grievor and the union shall be left in the union office at the branch.
- Step 3:**
- Failing settlement under Step two (2), within twenty one (21) days the matter will be taken up by a Board consisting of four (4) persons, two designate of the Union and designate of the Company. The Union designates shall be a National Representative, or Representatives of the Executive board, as the case may be, and the Company designates shall be the Branch Manager and either the Human Resource Representative or the Regional Operations Director. The board may

resolve the grievance by agreement, and this agreement shall be final and binding. The Company may also submit a policy grievance.

Step 4:

Failing agreement under Step three (3), the matter will be referred, within ten (10) working days to an agreed upon neutral arbitrator whose decision will be final and binding.

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 fails to request a written extension, will be recognized as having yielded and must concede the case to the other party.

All grievance responses, or referrals and disciplinary notices will be delivered by hand to representatives of the parties. Where this is not possible, notification will be provided.

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 without the presence of a member of the Executive Board if the employee so wishes.

6.08 Any employee shall be allowed to inspect their own personal file during regular office hours. The union executive board acting on behalf of the union with the written permission of the employee shall also be allowed to inspect the personal file of the employee. All review of a personnel file will be done in the presence of a Manager or their delegate.

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 left in the Union office in the Branch, 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 discipline and letters of suspension shall be removed from an employee's file one year from the date of the incident, as follows:

One day suspension - one (1) year

Two days or greater - eighteen (18) months

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, they 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 offence becomes known to management and shall receive an impartial hearing within ten (10) days of management's knowledge of the offence. They may be held out of service for investigative purposes with pay as required. The employee and their representative shall be given a complete outline of the charges against them at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed to 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, i.e., cannot be reached, then notice to the Local Chairperson or his representative shall suffice.

Should the employee not be contacted by the Company, 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 their case. The employee must be represented by the Local Union Executive. Management will render their decision of the hearing, in writing, within five (5) days thereafter.

A disciplinary meeting will be held one hour before or after the employee's shift unless otherwise mutually agreed.

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

6.13 **Employees Rule Book:**

The Employees Rule Book is made available to all employees in order that they become familiar with same. It is the intention that all procedures are known by each and every employee and strictly adhered to. Any employee not adhering to these regulations will be subject to disciplinary action. If there are any changes in the Securicor 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 Article 6 of the grievance procedures, 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

The parties agree that by mutual agreement arbitrators may be added to, or subtracted from the above list.

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 8: SCHEDULE OF HOURS AND OVERTIME

8.01 (a) The guaranteed scheduled work week for full-time employees shall consist of forty (40) hours per week, and thirty (30) hours per week for part time, (this shall not apply to those employees on a bid bi-weekly schedule - example turret who shall work an average of at least forty(40) hours per week) with two (2), three (3) or four (4) rest days, of which at least two (2) shall be consecutive. The work week will be Monday (00:00) through to Sunday (24:00). Preferred rest days are Saturday and Sunday, then Sunday and Monday.

- (b) Employees on a bi-weekly schedule shall work a maximum of forty-four (44) hours per week and a minimum of thirty-six (36) hours per week. The bi-weekly bid shall not exceed eighty (80) hours and should be guaranteed eighty (80) hours bi-weekly. All hours worked in excess of the scheduled hours for the day/ week shall be paid at the applicable overtime rate.
- (c) Part -time eligible employees shall be scheduled on shifts of 8, 10, 12, or 13 hours length whenever possible with a minimum of six (6) hours, unless mutually agreed.
- (d) The company agrees that scheduled shifts will not exceed the maximum allowable under federal law. Also the duration of consecutive shifts will not vary more than four (4) hours in overall length from day to day.
- (e) The Company and Union agree that run audits will be conducted at least once every six months or on request if there has been a significant change in work volumes. This audit committee will be comprised of equal number of representatives from the Union executive and Branch Management, whose purpose will be to ensure the continuity and acceptability of the proposed bid. Ultimate decision on the bid makeup will be with the Branch Manager, disagreements will be subject to the grievance procedure.

8.02 Overtime at the rate of time and one half of the employee's basic hourly rate shall be paid for all work performed as follows:

- (a) For a five (5) day week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week.
- (b) For a four (4) day week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of ten (10) hours in a day and/or forty (40) hours in a week.
- (c) For three (3) day week employees, overtime will be provided at one and one - half (1.5) times the applicable hourly rate for all hours worked in excess of 12 or 13 hours in a day and/or forty (40) hours in a week.
- (d) Any eligible employee who works on his rest day shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate of pay.

8.03 Every employee will be entitled to an unpaid one-half (1/2) hour off to eat lunch on any shift of five (5) hours or more.

Should the employee be requested not to exercise their right to a lunch period, the one-half (1/2) hour will be counted as time worked and will be counted in the total hours for that pay period. All CIT and ABM service crew members must take their lunch at the same time.

ABM service crews are required to call in to request a lunch break. This can be granted any time between the 4th and 6th hours of the shift.

All employees shall be entitled to a fifteen (15) minute rest period during the first four (4) hours of any shift and an additional fifteen (15) minute rest period for each consecutive four (4) hours worked. Such rest stops 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 armoured car and at times when the making of such stops will interfere with the Company's obligations to the customer.

- 8.04 a) i) Scheduled overtime shall be voluntary and assigned in order of seniority by department, providing the individual has the qualifications and is available to perform the work. Employees wishing to work overtime will sign the departmental overtime sign-up list once each week.
- ii) Employees' indicating availability will be called in order of their seniority on the respective seniority list, and given a preference of open shifts.
- iii) Once accepted, employees are obligated to perform the overtime work unless they have already completed one overtime shift for the applicable sign up period.
- (b) Emergency call in overtime will be dependant on the weekly sign-up list. Once the list has been removed for scheduling purposes, no one may remove their name from the said list except for major reason with the burden of proof being on them. Failure to sign the list means employees are not available for overtime. If the original sign up sheet is exhausted, overtime will then be assigned in reverse order to the employee having the least seniority of the respective seniority list. When there are multiple shifts open during emergency call-in, the employee will be given the preference on the open shift at the time of the call.
- 8.05 (a) For casual employees, the availability sign up sheets will be posted a minimum of two (2) weeks prior to the schedule taking effect. They will remain posted for a minimum of one (1) week. At this time, overtime availability sign up sheets will also be posted.
- (b) Subject to the seniority provisions above, a weekly schedule of work showing the days of work, days off, starting times and run assignments for all employees will be posted by Thursday of the preceding week, except when a holiday occurs during such week, in which case the schedule shall be posted by 3:00 p.m. on Friday. Once posted, the schedule shall remain posted for the entire week.
- (c) The members of the union executive shall be given access to all schedules and availability sheets upon request .A copy of the final master schedule will be given to the Local Union President or Vice President as the case may be.
- 8.06 There must be a minimum of nine (9) consecutive hours of rest between scheduled shifts.
- 8.07 **Overtime before vacations:**

An employee leaving on vacation shall be eligible for work in the week before their vacation commences. They shall be ineligible for further work until completion of the first shift on their return to work after their vacation.

- 8.08 (a) Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary to complete the originally assigned run. Should employees be requested to perform work in addition to their normal assigned work , and the expected time required to perform this work means that they will therefore be required to work two (2) hours or more beyond their scheduled finish time then this work will be assigned by mutual agreement.
- (b) If runs shall be unusually late coming in due to breakdowns, or emergencies to the point that they can not meet the Company's ongoing commitment to the customer, a crew or another run may be assigned to extend it's run and make such pick-up or perform such other duties of the late run in order to meet the obligation of the Company.
- (c) Employees shall punch in to work when they are in uniform and ready for work and punch out prior to changing at the end of their shift.
- (d) **Meetings:**
- i) An employee who is required to attend any meeting on Company business; not to include disciplinary meetings except if the employee is exonerated, shall be paid two (2) hours or actual time involved, whichever is greater at their regular rate of pay for such meetings occurring more than one (1) continuous hour outside their regular shift.

- 8.09 (a) Bid Procedure: All eligible employees shall bid for, by seniority, and then be assigned to shifts as created by the employer (subject to the audit review procedure as outlined in 8.1 (d), under the terms and conditions hereinafter set forth.

All bid assignments will start in March and September of each year, all eligible employees shall bid for assignment to the blocks set up by the Company for their respective seniority list. For Kingston, this will occur in February and August.

- (b) The company will post available bid shifts a minimum of two (2) weeks in advance of the sign-up. All employees will be given a designated time to bid and will have ten (10) minutes to choose their preferred bid. Should the employee miss their assigned time they will have the opportunity to bid on an available position when they make contact with the bid controller as long as the bid is still in process. 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 they will be demoted to casual. Bids will occur between 1200 hours and 2000 hours or at a mutually agreed time set to ensure minimal sleep disruption for all employees.

Employees may appoint a proxy to bid for them or submit in advance, their preferences in writing to the Company.

- (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, they 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 an eligible employee goes on leave or special assignment during a bid period, they may be replaced by casuals until they return to work or until the end of the bid period, whichever comes first.
- (e) **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, a change of more than one hour to the start time of each route, hours of work, or route assignments, new bids must occur.
 7. No split shifts will be created without prior agreement by mutual consent.
- (f) **Other Conditions:**
1. **Revision of Runs:**

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, merging, eliminating, or adding runs. All work assigned must be completed.
 2. **Special Assignments and Pilot Programs:**

Special assignments and pilot programs will be filled through a posting by the senior qualified applicant able to perform the required work.
 3. **Lead Hand:**

All lead hand positions will be posted. The posting will describe the duties to be performed, the start and end dates of the position, and the days and hours of work.

- i) Lead hand position is to be offered in accordance with the bidding procedures.
- 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 up work schedules and, assign employees in emergencies.
- iv) Lead Hand may be asked to provide training to other employees.

4. Re-assignment: Any re-assignment from a bid position will be based on seniority and qualifications.

5. Run added due to new work: Refer to job posting Article 14.

6. **Runs Mergers:**

In the event of the merger of two (2) or more runs, the senior employees on the affected runs will have first right of refusal by seniority. The remaining employees will follow the bump process.

7. **Refusal or Removal from a Bid:**

The Company may refuse assignment to a run which an employee has bid, for just cause and once having assigned an employee to a run, may remove such employee for just cause. The refusal or removal shall be subject to the grievance procedure. Should an employee request to be removed from his bid run for bona fide reasons, he shall return to casual status.

8. **Meal Allowance:**

On over the road operations which are overnight or out for more than one (1) day, the following allowances will apply: Dinner on the first day, and breakfast, lunch for the second day as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

8.10 **Bump and pool process:**

Whenever an eligible leaves his bid position for the remainder of the bid, the resulting vacant position will immediately be filled by using the mini-bid procedure.

ARTICLE 9: HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Canada Day
Christmas Day	Boxing Day
Floater day	Civic Holiday (first Monday in August)

The floater day will be selected by the employee subject to 9.07(d).

- 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 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) When a holiday falls on an employee's rest day, such holiday shall be moved to a mutually agreed upon day or the normal working day immediately following the employee's rest day.

9.03 Holiday pay will be computed by multiplying the employee's basic straight time hourly rate of pay by the number of hours in the employee's regularly scheduled work day.

9.04 It is understood that the normal day's 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, they will be paid at their 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.

- (b) Pay for time bank days used, will be based on the rate of pay applicable on the day it was banked, not the day it is taken.
- (c) Banked time will be limited to a maximum of five (5) days / forty (40) hours.
- (d) Two (2) weeks notice is required to use a time banked day and is subject to the maximum employees away on vacation as per Article 10.

ARTICLE 10: ANNUAL VACATION

10.01 Thirty (30) days prior to holding a vacation bid the employer will post notice of same along with a list of employee vacation entitlements.

- (a) In December of each year, the employer shall hold a vacation bid. In order of seniority for their respective seniority list, employees will indicate their preferred vacation weeks for the following year in accordance with their entitlement. Eligible hire date will be used for vacation bids.
- (b) If an employee fails to indicate their full number of weeks for which they are entitled they will be subject to article 10.01(f).
- (c) All employees will be required to bid for the next calendar year's vacation entitlement by seniority during the first week of December. They must select at least two (2) weeks of vacation. The balance of their vacation entitlement if any will be granted on a first come, first served basis depending on the availability of vacation bids.

Except when taking vacation is impossible due to sickness or injury, all current year's entitlement must be used. Any employee with un-bid vacation entitlement as of September 30th, can either finalize his / her booking or elect a payout under 10.12 (e).

In the event an employee cancels his / her vacation booking after the bid, his / her vacation will be granted on a first come, first served basis depending on the availability of vacation bids.

The vacation bid will remain posted for the entire year.

- (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 more if mutually agreed upon. Only one vault employee will be permitted vacation at any one time.
- (e) Only two(2) route employees (armoured - ABM) and one (1) In-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.

- (f) Should an employee miss their assigned bid time they will have the opportunity to bid based on what is still available when they make contact with the bid controller.
- (g) After all eligible employees have bid vacations will be granted on a first come first served basis, based upon availability.

The overall number of employees allowed on vacation at one time will not be less than 10% for each seniority list. Those lists include Out-Plant, In-Plant, Maintenance and Cash Cage and will be based on eligible hire date seniority list.

Note: Numbers will be rounded up to the nearest whole number one (1) or greater for this purpose.

10.02 (a) **Vacations - Service Requirements and Entitlement:**

Service requirement in Years	Entitlement Weeks	Hours of Pay	% of Earnings
One (1) year	Two (2)	80	4%
Three (3) years	Three (3)	120	6%
Ten (10) years	Four (4)	160	8%
Sixteen (16) years	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 percent (4%) 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%), 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.
- 10.11 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. Weeks carried over may only be bid on a first come, first served basis based on the availability of vacation bids and provided employees have bid on their entitlements under 10.01(c) above. Employees bidding on current years entitlement will be given preference in the event of any conflict in scheduling. Under any circumstances vacation entitlement will only be carried forward for one vacation year.
- 10.12 **Vacation:**
For the purpose of determining an anniversary / hire date of employment for vacation purposes, the following shall apply:
- (a) All existing employees hired as FT or PT prior to the date of this agreement and all employees subsequently hired as FT or PT in the period from January 1st to June 30th, shall be deemed to have commenced employment, for vacation purposes only, on December 31st of the calendar year prior to the initial calendar year of FT or PT employment.
 - (b) All employees hired as FT or PT in the period of July 1st to December 31st and each year thereafter shall be deemed to have commenced employment, for vacation purposes only, on December 31st of their initial year of FT or PT employment.

- (c) Casual employees shall receive vacation and vacation pay in accordance with the minimum requirements of the Federal Labour Standards. Casuals shall receive their vacation pay on their bi-weekly pay.
- (d) Vacation entitlement over and above the minimum requirements of the Federal Labour Standards shall be based on the FT or PT employee's seniority date.
- (e) Subject to article 10.11 any unused vacation days, that cannot be carried forward, time banked days unused, or floaters (unused), will be paid out each January in the first full pay period.

ARTICLE 11: CONTRACTING OUT

- 11.01 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, maintain a layoff or reduce the working hours 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, but not less than 2 weeks, subject to a confidentiality clause if required, 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

- 12.01 **Maintaining Seniority:**
During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 12.02 **Leave of Absence:**

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. A leave of absence may only be taken for the expressed purpose for which it is granted and no leave of absence will be approved in the case where an employee is seeking employment elsewhere.

12.03

Medical Leave:

- (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.

(b) **Reporting to Employer:**

When an employee suffers an injury or illness which requires their absence, they shall report the fact to the employer (as soon in advance as possible and preferably with a minimum of three (3) hours notice in advance of his/ her actual starting time) so that adequate replacement may be made, if necessary, from the availability list. If the notice is received less than two (2) hours before the beginning of the employee's shift, the Company may offer the said work by order of seniority to other employees who are known to be at work or who have not left the premises.

(c) **Sick Pay Plan or Worker's Compensation:**

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).

(d) **Employee notification of Change of Address:**

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

(e) **Notification of Return to Work:**

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.

(f) **Medical Authorization:**

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).

12.04

Parental Leave:

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

12.05

Return from Leave:

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.

12.06 **Funeral Leave:**

- (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 five (5) of the employees scheduled work days for, mother, father, step-mother, step-father, 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.
- (d) If any further leave is requested then that leave must be granted without pay.

12.07 **Jury Duty or Subpoenaed Witness:**

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.

12.08 **Birth:**

An employee is entitled to three (3) days leave of absence with pay in the case of the birth of their child or adoption.

12.09 All employees having completed their probationary period with the employer are entitled to three (3) days leave of absence without pay for their wedding.

ARTICLE 13: SENIORITY

13.01 **Lists:**

- (a) Five (5) separate seniority lists will be maintained by the employer. Effective January 01, 1999.
 - 1 Route / ABM
 - 2 Vault / Turret / E.C.
 - 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.

- (c) Casuals will only have seniority within their own list for assignment and promotion purposes only and it will commence with the first shift worked.
- (d) Eligible employees will hold seniority over casual employees.

13.02 **Transfers:**

- (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.
- (a) (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.

13.03 **Promotions:**

- (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 and any necessary training and must demonstrate their 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 five (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 may be returned to the bargaining unit or may elect to return to the bargaining unit within ninety (90) days of the promotion date, and will bump the junior employee on the seniority list for the remainder of the bid. During this period the employee will forfeit all bidding rights and will not be eligible for any unionized job postings. 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. No employee shall be entitled to protection from this clause within the ninety (90) days prior to the expiry of this agreement.

13.06 **Requested Lay-off:**

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

13.07 **Lay-off:**

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 each 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) Eligible employees on lay-off may refuse one (1) recall to their own seniority list, however they shall not hold up seniority over the employee who fills the available position. Upon second refusal they will forfeit their recall seniority.

13.11 **Loss of Seniority:**

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 bona fide emergency; or
- (e) He/she is absent from work for three (3) days without notifying the Employer; except for a bona fide 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 a lay-off list for a period of more than two(2) years, or for a period of time equal to their length of seniority, whichever is less.

13.12 (a) If employees are to be merged into the bargaining unit as a result of a corporate acquisition, merger, takeover, those employees shall be merged 'end tail'.

- (b) Whenever any work normally performed by one branch is relocated to another within the bargaining unit, all displaced employees shall have the first right of refusal to the relocated work. If the displaced employees refuse their

right to relocate they will exercise their right to bump as per Article 8.10 and the affected work will be posted in the originating branch. Any positions not filled on said work will be posted in the Receiving Branch Location and filled as per Article 14.01.

13.13 Each branch will maintain their own, separate, seniority lists.

13.14 Temporary work transfers will be dealt with as per Article 14.

- (a) Voluntary transfer between branches in the bargaining unit (Ottawa, Kingston and Pembroke) shall be end tail.
- (b) Forced transfer due to transferred or relocated work between divisions (Ottawa, Kingston and Pembroke) will be dovetailed with their eligible date of hire.

ARTICLE 14: JOB POSTING

- 14.01 (a) In the event a vacancy occurs for the duration of the bid, 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 three (3) working days thereafter. Any resulting vacancies will be immediately filled as per the mini-bid procedure.
- (b) All notices will show classification, general description of duties and necessary qualifications.
- (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: PAY DAY AND PAY STATEMENTS, ETC.

15.01 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 by direct deposit.

15.02 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.

15.03 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 and if no pay cheque has been issued, the employee will be paid out of petty cash.

15.04 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.

15.05 **Severance Pay:**

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

ARTICLE 16: MEDICAL EXAMINATION

16.01 **Employer Requested Examinations:**

- (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.

16.02 **Employer Paid Medical Examinations:**

The Employer shall pay for all such Employer required medical examinations.

16.03 **Medical Examinations During the Employee's Normal Working Hours:**

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.

16.04 **Motor Vehicle Required Medical Examination:**

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.

16.05 **Employer Decision:**

- (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.

16.06

Consultant's Results:

- (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.

16.07

Reclassification:

- (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 17: TRUCK MAINTENANCE

17.01

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.

- 17.02 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.
- 17.03 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.
- 17.04 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.
- No employees shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking their 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, within reason of making minor emergency repairs when away from the plant.
- 17.05 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.
- 17.06 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 18: TRAFFIC TICKETS

- 18.01 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.
- 18.02 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 19: GENDER

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

ARTICLE 20: TOOLS

20.01 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 21: SANITARY FACILITIES

21.01 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.

- 21.02 (a) 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 employee's private property. 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 with a Union member present.

ARTICLE 22: SAFETY AND HEALTH

22.01 Company Duties:

The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Company shall comply in a timely manner with the Workers' Compensation Act, its regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee".

22.02 Joint Health, Safety and Environment Committee:

- (a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Workers'

Compensation Act, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee shall be at least two (2) members chosen by the Union. At no time shall the number of Company members allowed to outnumber the amount of Union members.

- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a union member chosen by the Union members of the Committee. The other co-chairperson shall be a company member.
- (c) During all absences of the Union co-chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company and the employees shall comply with the recommendations of the Committee.
- (e) Without limiting the generality of the foregoing, the Committee shall:
 - (i) Determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
 - (ii) Ensure that accident and incident investigations have been made.
 - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
 - (iv) The co-chairperson or their alternates shall participate in and keep a record of all types of inspections and work refusals.
 - (v) Solicit and consider a recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
 - (vi) Hold regular meetings at least once a month or more frequently, if mutually agreed upon by the Union and the Company co-chairpersons for the review of:
 - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention;
 - remedial action taken or required by the reports of investigations or inspections; and
 - any other matters pertinent to health, safety, and the environment.

- (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters.
- (viii) Time spent by members of the Committee in the course of their duties shall be considered as time worked or shall be paid in accordance with the terms of Article 8, schedule of hours and overtime of this Agreement. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

22.03 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.

22.04 **Dangerous Circumstances:**

- (a) The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time. Dangerous circumstances include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- (b) If a Committee member determines that dangerous circumstances exist, the Committee member may direct the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) If the Company receives a direction under 22.04 (b), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

22.05 **Right to Refuse:**

The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment and that signs are posted in the workplace advising them of this right.

- (a) If a worker exercises his or her right to refuse he or she shall notify the supervisor or a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (b) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (c) The Union co-chairperson or alternate shall fully participate in the investigation at every stage. The Union co-chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker which shall be implemented by the Company.

22.06 **No Disciplinary Action:**

- (a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Workers' Compensation Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (b) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (c) For the employee who refuses work, with just cause, under Article 22.05 and all employees affected by the refusal, and any direction under Article 22.04 there shall be no loss of pay, seniority or benefits during the period of refusal.

22.07 Education and Training:

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) The Union members of the Joint Health, Safety and Environment Committee will attend the CAW Health and Safety Course (one week) and the CAW Environment Course (one week). These courses will be taught at the CAW Family Education Centre in Port Elgin. The Union will pay for the cost and lost wages.

22.08 Accident and Incident Investigations:

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) The Union designate and the Company designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident

22.09 Disclosure of Information:

The Company shall provide the Joint Health and Safety Committee with written information which identifies all the virological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

22.10 Right to Accompany Inspectors:

The Joint Health and Safety Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector out of earshot of any other person.

22.11 Access to the Workplace:

Union staff or Union health and safety or environmental advisors or consultants with prior approval by management shall be provided access to the workplace to

attend meetings of the joint or Union committees or for inspecting, investigating or monitoring the workplace.

22.12 **National Day of Mourning:**

Each year on April 28 at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

22.13 **Ergonomics:**

- (a) The Company will ensure that the Committee is trained in a course or courses to be determined by the Committee, to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.
- (b) Where an ergonomic concern is beyond the scope of the Committee the Company shall hire a consultant chosen by the Committee.
- (c) The Committee shall consider such issues as the pace of production and staffing levels in the Committee's consideration of ergonomics issues.

22.14 **Employment of Disabled Workers:**

The Company agrees to offer every disabled employee a suitable job, upon the employee's return to work, which shall continue as long as the disability lasts and shall do so according to the following process:

- (a) The Company shall modify the employee's job to accommodate the employee's disability.
- (b) If the Parties agrees that it is physically or technically impossible or financially prohibitive or not in the best interest of the employee to modify the employee's job, the Company shall offer the employee an alternate job or modified alternate job within the bargaining unit considered suitable by the Union and the employee.
- (c) If the Parties agree that reduced hours of work are in the best interests of the employee, the employer shall accommodate the reduced hours of work modification with a letter of understanding pertaining to the employee. Wage replacement benefits for the time not worked, may be paid by Workers' Compensation or by the insurance carrier, but in no case shall the employee receive less income than the applicable benefit level.
- (d) If the Parties agree that a modified job classification is in the best interests of the employee, the Company shall accommodate the change to the job classification with a letter of understanding pertaining to the employee.
- (e) The seniority provisions of the Collective Agreement such as the job posting procedure shall only be set aside to accommodate disabled employees, if the Union agrees. The layoff and recall provisions of the Collective Agreement, however, shall apply in the same manner as if the person had not been disabled.

22.15 **Disability Management:**

The Parties agreed to form a Committee of representatives from both the Union and Management sides of the bargaining team to agree upon a Disability Management Program. This Committee agreed to produce a letter of understanding outlining the terms of a mutually agreed Disability Management

Program, ideally, within three (3) months of the ratification of this Agreement. If this program requires the disclosure of any information to a third party, the Committee will ensure that procedures are in force that comply with the recent privacy legislation. The Parties agreed that the use of an outside claims management company was unacceptable.

22.16

Ill or Injured Employees:

Any employee suffering any injury or employment-induced illness while on duty must report same to the Supervisor stating the illness or injury and if the employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to go home or to a doctor in case of such illness or injury.

22.17

The employer shall guarantee to continuously provide to the Union and the Health and Safety representatives, an office and filing cabinet that can each be locked, a properly functioning desk, three (3) chairs, a current copy of the Canada Labour Code Part II and Regulations and two (2) bulletin boards for its exclusive use. The Union and Health and Safety representatives shall have reasonable access to telephone, photocopy and fax services, without disruption to the progress of normal office work.

22.18

The garage and office shall be adequately heated / cooled and ventilated.

22.19

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.

22.20

Members of the Joint Safety and Health Committee will be permitted to inspect any and all work facilities at a jointly agreed upon time provided work progress is not impaired as a result.

ARTICLE 23: UNION NOTICES

23.01

The Employer agrees to provide a lockable glass covered bulletin board, readily accessible for the official Union notices of direct interest to the employees. The union and the branch service manager will keep the only access keys.

23.02

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 24: NEW EQUIPMENT

24.01

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.

24.02 Legal Costs:

The employer assures and assumes all means of defence for an employee who is pursued in court, following acts or gestures taken during the recognized exercising of his working duties.

ARTICLE 25: PENSION, HEALTH AND WELFARE

- 25.01 (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 of 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.

25.02 The Company shall provide a comprehensive Health and Welfare Plan. All eligible employees must be enrolled as a condition of employment. The cost of this plan will be one hundred percent (100%) funded by the Company. A detailed copy of this plan will be provided to the union.

The coverage presently in place will remain the same for the life of the collective agreement.

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

25.04 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 (\$1200.00) per lifetime, per dependant aged eighteen (18) or under. A detailed copy of the Plan will be provided to the Union.

25.05 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).

25.06 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 percent (70%) of average weekly earnings up to three hundred and fifty dollars (\$350.00) per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short-term disability.

- 25.07 (a) Short-Term Disability benefit commences on the first (1st) day of accident and the fourth (4th) day of sickness. Benefit is based on seventy percent (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.
- (b) The company will provide the employees with a drug card Plan with a maximum dispensary fee of six dollars (\$6.00). This card will cover eighty percent (80%) of all eligible expenses in excess of the cash deductible.
- 25.08 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.
- 25.09 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.
- 25.10 The Employer will provide to eligible employees Accidental Death or Dismemberment Insurance - Plan "A" to maximum forty thousand dollars (\$40,000.00) based on annual base salary.
- 25.11 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.
- 25.12 (a) Employees will be entitled to six (6) days paid sick leave to a maximum of forty-eight 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 honoured 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.
- (c) A doctor's note will not be required for three (3), or less, sick days taken at one time, unless the employer has just cause to demand one.
- 25.13 The Company will pay the cost of prescription eyewear to a maximum of two hundred dollars (\$200.00) once every twenty-four (24) months.

ARTICLE 26: TRAINING

- 26.01 Training is mandatory for all employees and will be scheduled as per the provisions of the collective agreement.

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

For casual employees, training will be made available to all employees in order of seniority. As it applies to casual employees, the Employer and the Union agree to the following process:

When training is to be offered based on operational necessity, we will post a notice of the training including dates and times upon which the employees may sign up.

The most senior employees' who possess the required qualifications and who request the training will be accepted.

The employees will be compensated at the casual rate of pay for their time spent in training.

Eligible employees that have been demoted to casual status provided they have the required qualifications will be offered training in accordance with Article 13.08 of the Collective Agreement.

- 26.03 (a) An employee who is required by the Company to take training during their normal working hours will be paid their applicable 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 supervisor may, for this purpose, arrange with the interested employees to exchange positions for temporary periods, without affecting the rates of pay for the employees.

26.04 **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.

26.05 If an employee is scheduled in training on his / her regular day off, the day off will be rescheduled on the day before or after the training.

26.06 **Trainers:**

Any employee who agrees to provide training will be paid as Lead Hand for all hours engaged in such training. The trainee will not be considered part of the regular crew.

26.07 **Permits and Licences:**

The Company agrees to pay for the following:

- i) P.A.L. (possession acquisition license) renewal,
- ii) Gun permit renewal

Any certificates or permits required by either the government or the Employer to carry out an employee's duties for the Employer shall be considered a condition of employment. This shall not include the cost of the driver's licence renewal. The cost of obtaining and renewing said permits or certificates will be paid by the Employer, in addition to the cost of any course or course materials in this regard.

New hires will bear the initial cost of permits.

The Employer shall provide sufficient in house training prior to the employee taking any tests or qualifications.

The Employer shall pay the employee for firearm training with an approved, qualified Company instructor in accordance with Article 26.04.

(a) **Driving Record Requests by the Employer:**

In the case where the registration bureau requires a fee for the employee's records, the employer will reimburse the employee in full.

Employees will maintain a valid drivers' licence for the vehicle in which they drive.

(b) **Drivers License Upgrade:**

For any current employee finished probation, who desires to upgrade their license, the Company will supply the armoured truck for the test, and the Company will pay for the lost time from work and the fee to obtain their "DZ" endorsement (air brakes) certificate or class 3 for Quebec residents. Reimbursement for the above will be made upon receipts, and successful completion of a driving test by the Ministry of Transportation and successful completion of an assigned driver position.

(c) **Gun Permits:**

It is the responsibility of the Company to make sure every ATC permit of every employee is renewed on time. If by error an ATC permit is not renewed on time, the employee affected will be re-assigned to another position of the same number of hours as their regular position worked, without reduction of their regular wage rate.

ARTICLE 27: PRINTING OF COLLECTIVE AGREEMENTS

27.01 The Union will undertake the responsibility for the translating and printing of the Collective Agreement in both languages (French and English), and the cost of which shall be paid by the company.

ARTICLE 28: UNIFORMS AND WORK CLOTHES

28.01 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 provide uniforms as per current uniform practice.

(d) **Maintenance Employees:**

The Employer shall provide uniforms as per current uniform practice.

28.02 (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) Repairs and necessary alterations of all items will be at the employer's expense. All washable parts of the uniform will be washed by the employee.

28.03 **Bullet-Resistant Vests:**

The Company will purchase, maintain and distribute a bullet proof vest for all eligible employees who work out - plant, with a replacement policy as follows:

Once a bullet proof vest is five (5) years old, the Company will supply the eligible out-plant employee with a replacement vest.

Eligible employees currently in possession of a bullet proof vest will be issued with a replacement vest, once the vest is five (5) years old.

The vest supplied will be of the following standard:

CBA22 - Level 11 Male

FMBA - Level 11 Female

or equivalent, and include a nylon exterior carrier or ply cotton washable covers for interior use.

The vests will remain the property of the Company and will be returned when the eligible employee leaves the Company.

Supply of the vest and carrier to the employee constitutes the mandatory use of said vest at all times while on duty for the Company.

Supply and use of the vest will only be done upon voluntary request by the employee.

28.04 **Boot Allowance:**

A boot allowance will be up to a maximum of one hundred dollars (\$100.00) for eligible employees and seventy dollars (\$70.00) for casual employees. This allowance will be paid once every two (2) years for black safety boots for out-plant and black safety foot wear for in-plant employees. A valid receipt is required prior to be being paid.

ARTICLE 29: CLASSIFICATION AND WAGE RATES

Ottawa

Classifications	Nov. 1 2004	Nov. 1 2005	Nov. 1 2006
Custodian / Night Dept.	19.33	19.83	20.33
Vault Teller	19.33	19.83	20.33
Driver / Guard / Technician (ABM)	17.25	17.75	18.25
Turret Operator / Maintenance	14.13	14.63	15.13
Cash Cage	14.35	14.85	15.35
Casual (Out-Plant)	13.08	13.58	14.08

Lead Hands are paid the applicable rate plus \$1.00 / hour.

Kingston

Armoured Crew	16.00	16.50	17.00
Technician (ABM)	15.50	16.00	16.50
Casuals	13.10	13.60	14.10

Lead Hands are paid the applicable rate plus \$1.00 / hour.

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

ARTICLE 30: PAID EDUCATION LEAVE

- 30.01 Starting January 1st, 2002 and thereafter, the Company agrees to pay into a special fund three cents (\$0.03) per hour per employee, for all compensated hours for the purpose of providing Paid Education Leave. 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, North York, ON M2H 3H9.

30.02 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) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 31: 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 to 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, or

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

31.02 **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.

31.03 **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 Committeeperson.

31.04 **Investigation:**

Upon receipt of the complaint, the Supervisor/Committeeperson 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.

31.05 **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 2nd step of the Grievance Procedure for resolution. In the event that the

complaint is not resolved by the parties at the 2nd step of the Grievance Procedure is 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.

31.06

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.

ARTICLE 32: DURATION

32.01 This Agreement shall be in full force and effect from and including November 01, 2004 to and including October 31, 2007 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.

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 _____ of _____, 2005.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX A

Pembroke Satellite

Employees working in the classifications covered hereunder shall be entitled to all the terms and conditions of the main agreement, except as herein below amended, supplemented or modified. In the event there is a conflict between the terms of this Appendix and the Agreement, the terms of this Appendix shall prevail.

- There will be two (2) seniority lists maintained. Part-time will comprise of a weekly, guaranteed schedule of thirty (30) hours or more and associated benefits. Casual will be scheduled less than thirty (30) hours, with no minimum guarantee and no associated benefits.
- The following classifications and rates will be observed:

Part-time	\$13.60	\$14.10	\$14.60
Casual	\$13.60	\$14.10	\$14.60
Probation	\$10.60	\$11.10	\$11.60
- Employees will be guaranteed three (3) hours a day which will include the first call of the day, or the CIT scheduled work, whichever occurs first. Hourly rate will take effect after three (3) consecutive hours worked in one (1) day. Call-in=s outside the guarantee window will constitute another three (3) hour window. Secondary calls that are received within the window will not comprise an additional call in. They will be covered by the original three (3) hour window and then be paid by the hour on the expiration of that window.
- Pager rate will be fifteen dollars (\$15.00) a day payable to the crew members scheduled on call for that day.
- A day will be considered a twenty four (24) hour period.
- Employees covered under this Appendix will be considered as eligible for job postings available in the Ottawa or Kingston branch after the employees from all Ottawa and Kingston seniority lists have declined the position. Satellite employees would be considered for the position based on qualifications, there will be no moving considerations given.
- Employees using their personal vehicle while on company business will be compensated at thirty-five cents (\$0.35) per kilometre while performing their duties. It is expected that the employees make all the necessary insurance notifications and arrange required coverage under this compensation.

Appendix 'B'

Mini - Bid Procedure

- A. Once the application period of seven (7) days for a job posting, as per article 14.01(a) is completed; or,
- B. Any eligible employee losing their bid position due to a curtailment of work; or being bumped;

The following mini-bid process will apply:

1. Within two(2) days after application period ends or no earlier than nine (9) days after the curtailment of work is announced, the company will post a complete call-in list starting with the most senior applicant or affected employee. All employees on this list will be given a designated time and date that they must call-in and will have fifteen (15) minutes to choose their preferred available position provided they have the qualifications required for the new position.
2. Should the employee miss their assigned time they will be deemed to have decided to remain in their current bid position. If their current position is no longer available, they will have the opportunity to select an available position when they make contact with the mini-bid controllers as long as the mini-bid is still in progress.
3. When the employee makes contact with the mini-bid controllers, if the employee still wishes not to select an available position, then they will be demoted to their original date of hire. If no position is available for the said employee he / she will be subject to lay-off options.
4. The allotted time between the posted call-in list and the actual mini-bid process will be no less than five (5) days to allow all employees to take note of their individual call-in time.
5. All employees anticipating not being able to contact the mini-bid controllers during their specified call-in time should leave the mini-bid controllers their multiple preferred job positions, so the employee may not be threatened with lay-off options. If the employee so wishes, he or she may authorize the mini-bid controllers to select any available position on their behalf, provided that: (1) none of their multiple preferred job positions are available; and, (2) they have not made contact with the mini-bid controllers at their call-in time. Such authorization could be provided in a signed job application or separate letter. In any event, the mini-bid process will continue even if (1) an employee misses their call-in time; (2) does not get one of their multiple preferred job positions; or, (3) fails to provide the proper authority to the mini-bid controllers to select a position on their behalf.
6. Whenever an employee is absent from work for a period greater than fourteen (14) days, it will be the employee's sole responsibility to leave a contact telephone number with the union executive or make contact with a union executive every fourteen (14) days to ensure that no mini-bid process has been initiated during his / her absence following a job posting or curtailment of work.