

## **TEAMSTERS CANADA**

NEW BRUNSWICK AND P.E.I. AGREEMENT

BETWEEN

CANADA COUNCIL OF TEAMSTERS

Affiliated with the International Brotherhood of Teamsters and Teamsters Canada And Its Local Union No. 927 (hereinafter referred to as the "Union")

-and-

G S

Group 4 Securicor

(hereinafter referred to as the "Company")

Effective from July 1st, 2007 to April 30th, 2010

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TO ALL G4S TEAMSTERS IN NEW BRUNSWICK & P.E.I.

#### RESPECT IS A TEAMSTER CONTRACT

December 3, 2007

Dear G4S Sisters and Brothers,

As the Director of the Armoured Car Division for Teamsters Canada I would like to take this opportunity to congratulate everyone for a job well done during the negotiations and ratification of the New Brunswick and Prince Edward Island G4S Collective Agreement. The negotiating process is always a stressful time and although there were many hurdles to cross, we proved that working together as a team we can achieve anything.

I would like to assure the membership that you have taken great strides towards being part of the best collective agreement within the Armoured Car Industry in Canada and you have moved one step closer to a collective agreement that brings you more in line with the rest of the Country.

The time is now to commence the rebuilding of the relationship not only between the Employees and the Employer but also within the Bargaining Unit itself. We will utilize the next couple of years to mend bridges and move forward with renewed solidarity and focus on working with G4S to ensure that this employer remains as the foremost Armoured Car Carrier within Canada. This is a job that will rest on each and every one of us from the membership to the Local Union and G4S management. It is important to remember that you are not an isolated group tucked away in the Eastern Region of the country. You must always remember

that you are part of the larger Teamster family and in order to make the process work you must rely on that extended family. Teamsters Canada had the foresight to realize that the Armoured Car Industry is growing rapidly and in order to ensure parity the Teamsters and our members must work together. In part because of this rapid growth, and because of the increasing numbers of Armoured Car members across the country, Robert Bouvier, President of Teamsters Canada, was instrumental in developing the Armoured Car Division. This allows for a collective Teamster voice to be heard from Coast to Coast and shows other Unions and Employers alike that the Teamsters are a force to be reckoned with. At the same time we continue to work alongside the Company and its management teams across the country, to ensure that G4S retains its strong grip on the Armoured Car Industry, which, in turn, will ensure our members sustain their standard of living, the health and pension benefits and one of the foremost compensation packages in the Industry.

In closing I want to thank the entire negotiating committee for their hard work and initiative to see this most important set of negotiations through to the end. There will always be issues to be addressed, but I'm confident that with the dedicated leadership of the Stewards, the assistance of the Chief Steward from Ontario, the ability to see the larger picture through the Armoured Car Division and Teamsters Canada we will move forward together and prove to the industry, once again, that the Teamsters Union and G4S are the provider to be reckoned with in the Armoured Car industry within Canada.

In Solidarity,

John McCann Armoured Car Director Teamsters Canada Group 4 Securicor

#### Dear Fellow Employee:

This is your collective agreement. The collective agreement covers the terms and conditions of your employment as negotiated between your union representatives and the Company. There has been significant change in the three years since your last agreement was ratified. Globally, Securicor and Group 4 Falck merged to form G4S and in Ontario we purchased our formidable competitor Universal ATM Services

The vision of G4S Cash Services is to be the preferred provider of cash logistics services. Your union, the Teamsters, have shown leadership in working with the Company to fashion an agreement that sends a clear message to our customers and potential customers –"We want your business!"

In addition, this collective agreement recognizes the Company's positive direction towards new crewing initiatives that will improve employee safety and allow us to continue to be competitive and lead the industry with new offerings for our current and future customers.

This agreement was reached with the shared expectation that we will **work** together to be successful in reaching our common goals. Everyone has a part to play. What we have built here is a true partnership with you, our employees. **As** partners we want you to feel empowered to participate in moving the Company forward to achieve its vision.

I look forward to the contribution of your efforts to make G4S Cash Services the "Employer of Choice" in cash logistics.

Yours truly,

Ed Jamieson Chief Executive Officer



## **HISTORY**

#### 1930s

The company started business in 1935, with a dozen bikeriding guards dressed in ex-police uniforms, who were employed to pedal between large, residential homes in London to deter burglaries. Night Watch Services as it was called soon flourished until the outbreak of the Second World War in 1939 when it was reduced to just one employee.

#### 1940s

When peace returned in 1945 the security company was revived and moved into industrial security with a permit to protect factories and commercial buildings. Applicants had to provide details of 20 years' continuous employment, or an employment history back to their school days, as well as supplying personal references. Induction and on-the-job training were also established, creating a policy which continues to this day.

#### 19509

By now Securicor employed 300 guards in the London area. Night Guards became known as "the Security Corp", but the name was considered too official and too military by the Home Office. Hence the verbal amalgam, which has since become one of the most famous corporate names in the UK - Securicor - was born.

#### 1960s

The 60s saw a period of major expansion for Securicor. Its

service portfolio grew with the acquisition of the Armoured Car company for cash-in-transit work. With this came the realisation that banks not only required the secure transportation of cash, but also a standard delivery service for their cheques and other bank data, hence the Data Delivery Service was born. Van drivers were soon being asked to add parcels to their delivery routes and it wasn't long before Securicor was offering a fully-fledged parcel delivery service. The installation of a radio communications network, which kept track of the cash in transit vehicles as well as providing a link to static guards, was the catalyst for the development of Securicor's communications expertise.

Securicor also started to establish businesses overseas. A venture into Malaysia with two cash in transit vans modified for the tropics was followed by a base in Hong Kong and the way to building a successful business in the Far East was established.

#### 1970s

Expansion continued in the 70s when Securicor acquired two hotels, a vehicle bodyworks business enabling it to design and build its own armoured vans, and an electronic engineering company so that it could develop alarm systems. Additionally Securicor prospered from a lengthy strike by government postal workers, which saw its parcel delivery service flourish. Overseas new continents opened up further opportunities for Securicor and operations were set up in Kenya, Malawi and Zambia - these operations today employ nearly 20,000 people. Ventures into Europe and the Middle East also followed.

#### 1980s

By now, Securicor had the capacity to offer its customers comprehensive security cover, from human guards to electronic surveillance. The parcels business was flourishing and distribution terminals were built around the country. International commitments also grew and further acquisitions and partnerships were formed in the Caribbean to add to those already well established in Africa and Hong Kong.

#### 1990s

The activities of yesterday provided the Securicor of the 90's with an unrivalled reputation for trustworthiness and integrity. In the field of security Securicor became the UK's leading Cash Services Company. Offender management and monitoring were added to the portfolio as well as CCTV monitoring and even meter reading.

Securicor became one of the UK's leading distribution companies providing not only same day services but also logistics and supply chain management services. The radio-controlled network of the 1950s had grown up and in its place were innovations in the field of wireless communications, automatic vehicle location systems, private mobile radios and integrated communications systems.

Global expansion continued and Securicor operated in over 30 countries around the world, where we also lead the market in many areas.

Securicor, The People Business, a book detailing the history of Securicor is available.

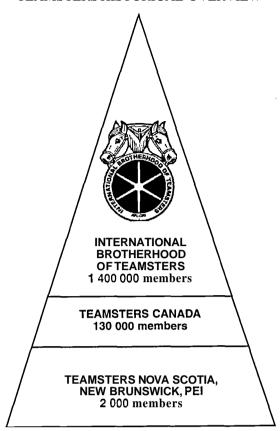
#### 2000s

The 21st Century has seen the birth of Group 4 Securicor (G4S). The merger of Group 4 Falck's security business with Securicor was completed in July 2004. G4S is now the world's leading international security solutions group, operating in over 100 countries employing approximately 470,000 employees. The Canadian arm of G4S was established in March 2000 and has included, through acquisi-

tion, such well known cash services companies as Loomis, Pinkerton and Universal ATM Services.

G4S continues to be a leader in the security industry maintaining the highest in industry standards. Our state-of-the-art armoured vehicles have the most up-to-date security, GPS and detection systems available. Vehicles have both cellular and satellite equipment with full back up systems and are monitored by satellite. High security locks, deadbolts, secured lockers and personnel drum with weight scale, are just a few of the security measures taken. The efforts made in the fields of technology, support service and training continue to ensure G4S maintains its reputation as a leader in the field of cash management.

## TEAMSTERS HISTORICAL OVERVIEW



#### TEAMSTERS CANADA

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976, Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

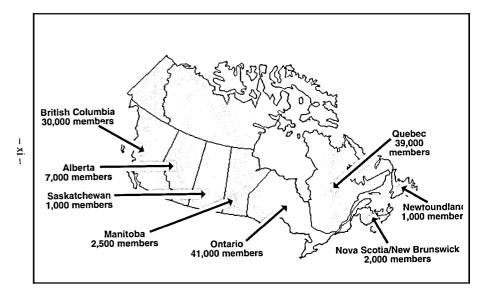
Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and both Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed **by** an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



### TEAMSTERS CANADA

TEAMSTERS CANADA SERVICES	UNION SERVICES
- Research - Governmental Affairs - Education - Communications - Recruiting - Out-of-work Benefits - Health and Safety - Human services  TRADE DIVISIONS - Brewery, soft Drink - Construction - Dairy and Bakery - Warehouse - Movie and Trade Union - Chemical and Energy - Printing and Newspaper - Industrial Trades - Courier - Freight and Cartage - Airline - Rail - Armoured Cars  These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle	Negotiation/Collective Bargaining Grievance and Arbitration Procedure Health and Welfare Program Pension Plan Program Job Security Legal Assistance Political Action Governmental Representation Workplace Safety and Insurance Board Advocacy Human Relations Education Research Members Scholarship Health and Safety Program Union Publication Communications Credit Card Program Public Campaign Charity Sponsorship Retirees Program Recruiting Out-of-Work Benefits Accounting System
the problems which arise in their specific sectors	(TITAN)

#### WHAT DO YOU GET FOR YOUR UNION DUES?

- Higher than average wages and benefits. According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than nonunion workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- Job Security. Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- Grievance Procedure. Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the right to talk back if they feel they have been treated unfairly.
- Problems with the Workplace Safety and Insurance Board or Employment Insurance. The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.

• Tax Deduction. Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax

In short, dues pay for legal representation, educational programs, help worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

#### WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never **ask** your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to **ask** that your legal contract rights be respected by management and if you also enjoy helping people, talk to

your Union Representative. You might make  $\boldsymbol{a}$  good Union Steward.

To most workers, a Union represents security in the work-place, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interest of the Union members are protected and guaranteed.

#### INTERVIEWS OR INVESTIGATIONS

As a Teamster Member, you have rights on the job:

Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor that could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

#### 1) Demand union representation:

Ask for Union representation before the interview.

#### 2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

#### 3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand **up** for this very important right.

#### What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officerbe present at this meeting. Without representation. I choose not to answer any questions."

#### This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

## OCCUPATIONAL HEALTH AND SAFETY LAW



#### THE OCCUPATIONAL HEALTH AND SAFETY ACT

#### CANADA LABOUR CODE

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under The Canada Labour Code - Part III. Here is a quick guide to the Act. For details, refer to the Regulations Respecting Occupational Safety and Health made under Part II of the Canada Labour Code.

#### Employer's Duties:

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

#### Supervisor's Duties

#### A Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.
- Ensure that the vehicles and mobile equipment used by the employees in the course of their employment meet prescribed safety standards.
- Comply with every oral or written direction given to the

employer by a safety officer concerning the safety and health of employees.

#### Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.
- Take all reasonable and necessary precautions to ensure the safety and health of the employee, the other employees and any person likely to be affected by the employee's acts or omissions.
- Comply with all instructions from the employer concerning the safety and health of employees.
- Co-operate with the safety and health committee established in the workplace where the employee is employed.
- Report in the manner prescribed every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury to the employee or to any other person.
- Comply with every oral or written direction of a safety officer concerning the safety and health of employees.

#### Workers' may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

#### The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

An employee may not refuse to use or operate a machine or thing or to work in a place where:

- The refusal puts the life, health or safety of another person directly in danger: or
- The danger referred to is inherent in the employee's work or is a normal condition of employment.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, a Safety Officer must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed to the Board, you must return to the job if he so orders, pending the outcome of such appeal.

# FOR QUESTIONS ABOUT OCCUPATIONAL HEALTH & SAFETY

Canadian Centre for Occupational Health & Safety – 1-800-668-4284

Website: www.CCOHS.ca

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#### ARTICLE 1 - PURPOSE OF AGREEMENT

**1.01** The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

#### 1.02 Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation 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 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 Appendix "B" of this Agreement.

#### **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the bargaining agent for all employees of G4S Cash Services in the Province of New Brunswick and Prince Edward Island, save and except dispatchers, Supervisors, and those persons above the rank of supervisor, office, clerical employees, and sales staff
- 2.02 (a) Full-time employees under this Collective Agreement are employees who are guaranteed forty (40) hours of work, thirty-two (32) hours of work or twenty (20) hours of work per week, respectively, as spelled out on the seniority list.

(b) Casual employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

**2.03** Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard workweek, nor to deprive them of overtime which would normally be assigned to them, except:

- (a) for the purpose of instruction or training, or
- (b) for emergency situations requiring immediate action which shall be subject to the grievance procedure, or
- (c) small branch operations to promote efficiency.

#### 2.04 No Contracting Out Work

No unionized work will be subcontracted unless agreed between the Company and the Union prior to subcontracting. If the parties are unable to reach an agreement the matter may be referred to arbitration as per Article 7.02 for final determination. No work will be subcontracted until the arbitrator's decision is known.

#### 2.05 Outside Agreement

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

#### 2.06 Gender Clause

The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

#### 2.07 Printing of Collective Agreement

The Company will pay the cost of printing the Collective Agreement at a Unionized Printing Shop.

#### ARTICLE 3 - RESERVATIONS TO MANAGEMENT

- **3.01** The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees for proper cause or otherwise discipline employees.
- **3.02** The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- **3.03** The right to reduce overtime wherever and whenever possible.
- **3.04** The right **to** determine the products to be handled and the methods of handling and processing and related scheduling of operations, and to manage this business in all respects.
- **3.05** The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.
- **3.06** The Company hereby reserves all rights and privileges not specifically modified by this Agreement.

#### **ARTICLE 4 - UNION SECURITY**

**4.01** All employees who are presently employed by the Company must, as a condition of employment, become and/ or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

- **4.02** The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Branch Steward.
- **4.03** The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies monthly from the first pay cheque of an eligible employee, and remit such monies to the Secretar)..-Treasurer of the Union on or before the twentieth (30th) day of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- **4.04** The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.
  - (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.
  - (b) Twelve (12) checkoffs per year (calendar month).

Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.

- **4.05** The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- **4.06** The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

#### ARTICLE 5 - UNION REPRESENTATION

**5.01** Shop Stewards shall be appointed or elected as the Union so wishes, to see whether the members of the Union and the Company follow the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Shop Stewards for lawful Union activities, and the Shop Steward shall not let his duties unduly interfere with his regular work assignment.

One steward shall be located at each branch.

- **5.02** The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.
- **5.03** Shop Stewards shall be permitted to take up grievances during working hours without loss of pay. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.
- **5.04** All employee payroll details will be made available to the Stewards upon twenty-four (24) hours' notice. The business Representative of the Union shall be admitted to the Company's premises during regular working hours at a

mutually agreed time, upon proper identification and shall be permitted to inspect the time cards, payrolls and equipment used by employees in order to determine that the terms of this Agreement are being observed, provided he shall have no unescorted access to the security area.

**5.05** The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

#### 5.06 Alternate Stewards

The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.

5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.

#### **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, without, so far as possible, resort to arbitration. 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.

**6.02** It is the mutual desire of the parties that complaints of employees shall be adjusted **as** quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.

**6.03** Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application 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.

#### 6.04 STEP ONE

Any grievance of an employee shall first be taken up between such employee, his Shop Steward and his Supervisor, within seven (7) working days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.

#### 6.05 STEPTWO

Failing settlement under Step One, the matter will be taken up to Step Two. The Union designates shall be a Business Agent, or the Chief Steward, as the case may be, and the Company designates shall be the Branch Manager and either the Human Resources Representative or the Regional Vice President Operations or his designate. This meeting must be conducted once a month and the grievor and his Steward shall be present and will not suffer any **loss** of wages.

#### **6.06** General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at

Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

#### 6.07 Extension of Time Limits

Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

#### 6.08 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

#### **6.09** Discharges and Suspensions

- (a) If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation.
- (b) If, as a result of criminal charges, an employee's ability to carry a firearm for employment purposes is revoked, the employee shall be suspended without pay for as long as he or she is unable to carry a firearm.

- (c) If, as a result of criminal charges, there is no restriction placed on an employee's ability to carry a firearm for employment purposes or the bail conditions respecting the charges permit same, the Company can:
  - (i) allow the employee to work and carry a firearm:
  - (ii) allow the employee to work by re-assigning the individual to a bargaining unit position which does not require the carrying of a firearm, and continue to pay the employee his normal wage rate; or
  - (iii) suspend the employee with pay until the final disposition of the charges.
- (d) The Union reserves the right to grieve and arbitrate Company involvement in the revocation of an employee's ability to carry a firearm, in circumstances where an employee is suspended without pay in paragraph 1 above.
- **6.10** If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

#### 6.11 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations.

#### 6.12 Employee's Record

Any adverse statements, warnings, reprimands or suspensions will be removed from the employee's file after twelve

- (12) months from this occurrence provided there has been no re-occurrence of the same incident.
- **6.13** If adverse statements, warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with **a** copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work
- **6.14** Any employee, with twenty-four (24) hours' notice and on his own time, shall be allowed to inspect his own personnel file. The business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.
- **6.15** All decisions arrived at between the representatives of the Union and the Company shall be in writing and shall be final and binding upon the Company, the Union and the employee or employees concerned.

#### **ARTICLE 7 - ARBITRATION**

**7.01** If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be

referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later, otherwise the grievance shall be deemed to have been abandoned without prejudice.

- **7.02** The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators from the list of arbitrators approved by the Labour Management Arbitration Commission. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators from the aforementioned list in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the Canada Labour Code, as amended.
- **7.03** The arbitrator appointed shall hear and determine the matter and shall issue **a** decision which shall be final and binding upon the parties and upon any employee affected by it
- **7.04** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- **7.05** The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- **7.06** Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

#### .ARTICLE8 - STRIKES AND LOCKOUTS

**8.01** During the life of this Agreement there shall be no strike/lockout by the Company or by the Union.

8.02 Legal Picket Line

It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

**8.03** Wage rates for the duration of the current Collective Agreement, ("current wage rates") are provided for in the chart in Article 9.01 (a). Current wage rates are based on wage rates that were negotiated by the Toronto Police Association on behalf of fourth class constables in the Uniform Collective Agreement between the Toronto Policy Association and the Toronto Police Services board (the "Uniform Collective Agreement") effective January 1, 2004 to January 1, 2007. The parties' agreed-upon formula for establishing wage rates for renewal Collective Agreements ("future wage rates"), which renewal Collective Agreements shall each be of three years' duration, is as follows:

Future wage rates will follow the pattern established in the chart in Article 9.01 (a), namely: the Custodian/Vault classification in the Toronto area will earn, in the first, second and third years of the current and in any renewal Collective Agreements, the same wage rates as the Fourth-class Constables earned or will have earned three years earlier under the Uniform Collective Agreement. For example May 2007 rates for this classification under the current Collective Agreement correspond with January, 2004 rates under the Uniform Collective Agreement; May 2008 rates correspond with January 2005 rates under the Uniform Collective Agreement; May 2009 rates correspond with January 2006 rates under the Uniform Collective Agreement; May 2010 rates correspond with January 2007 rates under the Uniform Collective Agreement; May 2011 rates will correspond with the January 2008 rates to be negotiated for Fourth-class Constables under the Uniform Collective Agreement and so on in the future.

The wage rate for the Custodian Classification in the New Brunswick and Prince Edward Island Collective Agreement will be based on the percentage (%) to be received by the Toronto Custodian Classification. All of the remaining classifications in the New Brunswick and Prince Edward Island covered in the Collective Agreement will receive the same numeric wage increase as the Custodian Classification, to be rounded to the nearest nickel.

# ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

 $9.01 \quad \text{(a)} \quad \text{The following straight-time hourly rates shall be in effect during the term of this Agreement:}$ 

		RATE <b>ADJ</b> .	RATE ADJ.	3.1% 0.50
Classification	Cur- rent	July1 2007	May 1 2008	May 1 2009
Lead hand	16.17	17.00	17.90	18.40
All-off/Express Deposit	N/A	16.00	16.90	17.40
Custodian	15.17	15.75	16.40	16.90
Driver	14.76	15.30	15.95	16.45
Guard	14.37	14.90	15.50	16.00
One Person Service	N/A	13.20	13.70	14.20
ABM Service	11.77	12.20	12.70	13.20
Special Services/Access Control/Vault	11.52	11.95	12.45	12.95
Coin Room	9.42	10.00	10.25	10.65
Pager Pay	10.00	15.00	15.00	15.45

- (b) Any employee working in a floater position will be paid at the rate of the classification they are scheduled in for each shift.
  - (i) Any employee working ABM on call, shall be paid \$15.00 per shift to carry the pager (such rate will increase with the corresponding percentage wage increase each year as per 9.01 a)) and be guaranteed **a** minimum of three (3) hours pay at the ABM rate for the day upon receiving **a** call to work, thereafter, he will not receive additional pay for subsequent calls until the three (3) hours has been exceeded.
  - (ii) On-call assignments for all Statutory Holidays shall be done on a voluntary basis first. Should an insufficient number of employees volunteer then the Company shall assign the most junior qualified employees (including casuals) to perform the work.
  - (iii) Double Shifting If an employee is scheduled for a double shift they will not be required to work in excess of fourteen consecutive (14) hours.
  - (iv) In the event that there is a need for someone to be on-call after another assignment, the Company shall ask, by seniority each employee if they wish to fill this shift. In the event that no one accepts the shift, the most junior employee will be assigned.
- (c) In choosing lead hands, seniority shall prevail. It is the responsibility of the Company to train the lead hand and the lead hand shall be able to perform all the duties required within thirty (30) working days. A lead hand will not issue

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any form of discipline or make any assessment, evaluation or reference to the work performance of another employee. It is agreed that this is not a supervisory position. Lead hand positions are voluntary and will not be forced upon an employ-

(d) Remote crews paid on a weekly flat rate:

	Current	July 1 2007	May 1 2008	May 1 2009
Grand Manan	250.00	255.00	260.00	265.00
Edmunston	235.00	240.00	245.00	250.00

Remote crews will be covered under the terms of this Collective Agreement save and except the term covering hours of work, vacations, statutory holidays, sick leave and clothing allowance.

#### 9.02 New Classifications

When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 7 hereof.

9.03 (a) 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. The Company will not access employee's bank

account to remove monies under any circumstances.

- (b) The Company shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect to 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.
- (c) When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is for an amount of one hundred dollars (5100.00) or more, the employee will receive payment by the Tuesday following payday. Amounts less than one hundred dollars (\$100.00) will be reimbursed on the employee's following pay.
- (d) Whenever the Canada Savings Bonds are issued for sale, the Company shall make same available to its employees who desire same and make such deductions as are necessary.
- **9.04** Once every 2 years, in January, the Company will provide a boot allowance of seventy-five dollars (\$75.00) to full-time employees to assist in the purchase of black police style boots or shoes which must be C.S.A. approved. The Company will arrange to have a reputable supplier to supply the boots or the shoes.

# 9.05 (a) Clothing Allowance

The Company shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Company. Such uniforms shall remain the

property of the Company. All uniform items, including shirts, shall be replaced on a one to one basis only when deemed appropriate by management. The Company shall direct the appropriate uniform dress code.

- (b) Each employee shall be assigned a locker. Once assigned, the locker shall be considered as that employee's private property and no-one may open and/or search the employee's locker unless that employee is present, or for security considerations when the employee or the Union have been notified **prior** to opening the locker.
- **9.06** All full-time road crew employees (armoured and service) will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon expiry. All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the Company.
- 9.07 (a) On over the road operations which are overnight or out for more than one (1) day, the following allowances will apply for the second and all subsequent days:

Breakfast \$8.00
 Lunch \$12.00
 Dinner \$18.00

- (b) All shifts that exceed twelve (12) consecutive hours in duration will provide a meal allowance of \$12.00. Consecutive hours include all hours worked with less than one hour off from work.
- **9.08** Such meal allowances for overnight runs will be paid in cash prior to the run leaving the branch. Additionally, any employees who are required to lay over while out of

town will be provided with reasonable hotel lodging (two employees to a double room). In the event an overnight run is unable to continue and employees are required to lay over for a period of time, such employees shall be paid for their regularly scheduled shift.

**9.09** Tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Company, and shall remain the property of the Company at all times.

#### 9.10 Training

- (a) The Company will provide all Employees with training programs which will normally consist of training sessions outside of normal working schedules. Employees shall be paid for all time spent in such training sessions at their regular straight time rate of pay.
- (b) Employees shall receive their regular rate of pay for all hours spent performing on-the-job training of other employees.
- (c) All employees shall be required to pass all weapons training, the Induction Course, the Operational Fundamentals Course, any other legitimately required training Course related to the actual performance of job duties and have all security clearances before being schedule for work.
- (d) The Company will pay for the Instructor and requalifying course for firearms training.
- (e) Employees are responsible for all PAL renewal fees.
- (f) The Company will pay the cost of renewal for Authorization to Carry permits.
- (g) The Company will pay the cost of renewal for Security Guard licenses.

- (h) It is the sole responsibility of the Employee to ensure that his Driver's license and PAL are valid at all times. Should their Driver's license or PAL expire there will be no guarantee of hours for the affected employee until such time as the license or permit is once again in good standing. The Company bears responsibility for the renewal of the ATC or Security Guard license and employees will not be disadvantaged by their expiry.
- (i) It is agreed and understood that all training documents must be signed off by each employee.

**9.11** The Company agrees to pay for **all** bonding for its employees.

# **ARTICLE 10 - STATUTORY HOLIDAYS**

 $10.01\,$  All regular full-time employees shall be entitled to the following legal holidays with pay:

New Year's Day
Good Friday
Victoria Day
Canada Day
New Brunswick Day
1 floater (P.E.I. only)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

For the purposes of this Article a regular days pay is calculated by taking the average of the last twenty (20) days worked, not counting overtime, before the holiday.

10.02 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.

10.03 Eligible full-time employees are those guaranteed forty (40) or thirty-two (32) hours or twenty (20) hours a

week and who have been employed in excess of thirty (30) calendar days.

10.04 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.

10.05 Any employee requested to work on a shift on the Holiday shall be guaranteed a minimum of three (3) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.

10.06 If a Holiday falls on an employee's day off, he shall be entitled to an additional day off with pay on his next regularly scheduled work day or a mutually agreed upon day.

10.07 Employees who work a shift on their designated general holiday, shall in addition to their regular holiday credit, receive one and one half (1  $\frac{1}{2}$ ) times the regular hourly wage applicable to the classification to which they are assigned for such work designation holiday.

#### **ARTICLE 11 - VACATIONS**

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority, within each branch, to a maximum of ten (10%) percent per branch. This may be increased at the Manager's discretion.

**11.02** (a) The basis for payment of vacation pay and length of vacation will be as follows:

# Length of Service

at January 1 **Vacation Entitlement** 

Less than one (1) year

One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year

Two (2) weeks One (1) year Five (5) years Three (3) weeks Four (4) weeks Ten (10) years Five (5) weeks) Fifteen (15) years Six (6) weeks Twenty (20) years

(b) Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of vacation entitlement of two (2) weeks or more.

(c) Vacation entitlement shall be based on the fulltime employee's anniversary date and vacation pay based on previous calendar year. If in any calendar year an employee reaches his or her conversion year he or she will be entitled to an extra week's vacation as listed above. The additional week's vacation will be awarded on January 1 of the year in which the anniversary falls.

The employee must reimburse the additional vacation pay if his of her employment terminates prior to having accrued the full amount of the vacation entitlement on a pro rated basis except in the case of lay off or retirement.

(d) Regular full-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.

The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once per year on the last pay of the year.

- 11.03 Any full-time employee who has worked less than twelve (12) hundred hours in the calendar year immediately prior to the vacation period will have his vacation pay calculated by the applicable percentage as referred to in Article 11.02.
- 11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness, accident or lay-off and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31st, on a separate cheque.
- 11.05 Vacation pay will be processed and paid through the regular payroll system, except for those who request their pay, in writing, two weeks prior to leaving on vacation.
- 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
- 11.07 Vacations due in any year must be taken in the anniversary year and based on their seniority employees shall have the right to take all weeks of their vacation at one time within their vacation year except that if any employee requests vacation in the period June 1st to Sept. 5th it will be limited to a period of 2 weeks.

11.08 All submissions for vacation shall be made in writing on forms supplied by the Company before February 15th for the current year's vacation period. These applications will be processed and approved subject to seniority provisions and posted by March 1st. These approvals cannot be changed.

Any employees who do not submit their vacation request by February 15th will be assigned vacation time by the Company. The holiday schedule will be posted at all times by department. No seniority rights shall apply after February 15th in the choosing of vacation time.

- 11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.
- 11.10 An employee who leaves the employment of the Company for any reason prior to December 31st shall receive vacation credits earned as per Article
- 11.11 Employees who have completed six (6) years of service will be entitled to 6 per cent (6%) vacation pay, regardless of seniority, or pay under Article 11, whichever is greater.

#### **ARTICLE 12 - SENIORITY**

12.01 Seniority shall be as defined in Article 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

#### 12.02 Probationary Period

(a) Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred and eighty (180) calendar days from the date of hiring by the Company. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the grievance procedure. After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.

(b) The probationary period is defined as the initial one hundred and eighty (180) calendar day employment period of a new employee which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.

#### 12.03 (a) Bumping Rights

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above. If there are nofull-time positions available, the employee may bump a junior employee on the overall seniority list within the bargaining unit or will be subject to lay-off.

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In a lay-off situation, if any employee chooses to exercise their right to bump into another classification for which they are qualified, they will not be entitled to any shift outside of their new classification. If an employee chooses to accept a lay-off instead of a bump, they will not have another opportunity to bump until such a time as they are at risk of losing their seniority.

# (b) Lay-off Notice

The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Canada Labour Code, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

# (c) Lay-off Benefits Coverage

The Company shall continue to pay the premium for the Health and Welfare Plan (for the benefits listed below) and make the required contributions for the Company Pension Plan for a period of one full month following the date of lay-off.

- Group Life and Accidental Death & Dismemberment Insurance
- Prescription Drugs
- Major Medical
- Vision Care
- Dental

12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient.

12.05 A Master and a Location seniority list shall be placed on the bulletin board and will be revised by the Company every six (6) months. Copies of these lists shall be forwarded to the Union.

#### 12.06 Temporary Recall

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they *are* working.
- (b) When temporarily recalled, laid off employees will be given preference of available hours of work before casual employees.
- (c) A laid-off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month.

12.07 If a curtailment of business requires a lay-off, then all casual employees will be laid off first. In the event that a regular full-time employee cannot be guaranteed his regular scheduled hours due to a curtailment of business, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees on lay-off status shall, in order of their overall seniority, have first call to assignments with greater earning opportunities. Said employees shall be first in line for recall to regular full-time status. No casual employee will work in the case of a lay-off unless the laid off regular employees refuse the work.

## 12.08 Promotions Outside Bargaining Unit

When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180 calendar day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the bargaining unit within a period of 180 calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Article 12.08 shall qualify for benefits under this Agreement, based on his total continuous service with the Company. This shall be done once during the term of the employee's employment.

**12.09** The Shop Stewards shall be the last employees laid off, and their lay-off shall be in reverse order of their respective seniority within the branch.

#### 12.10 Change of Address

It shall be the duty of the employee to notify the Company and the Union promptly of any change of address and phone number. If the employee fails to do so, the Company and the Union shall not be held responsible for failure of notice to reach such employee.

#### 12.11 Loss of Seniority

Seniority rights and employment shall cease for any of the following reasons:

- (1) if an employee quits or retires;
- (2) if an employee **is** discharged and the discharge is not reversed through the grievance procedure;
- (3) has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence;
- (4) fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency;
- (5) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4)weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;
- (6) he is laid off for a period of twelve (12) months or his length of service, whichever is least; and,
- (7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (8) He permanently loses a required license or permit due to his own actions.

- 12.12 (a) In the event that the Company opens a new branch within the bargaining unit, any qualified employees, by overall seniority bargaining unit wide, will be allowed to transfer. It is understood that the employee will pay all costs of relocating and will be paid and work under the wages and job conditions then established at such new location.
  - (b) In the event that existing branches are closing as a result of the opening of a new branch, employees displaced will have first right of refusal to the new branch by seniority.
  - (c) When a new branch is opened, current employee seniority will be used to establish the new branch seniority list after which the branch seniority list will be closed and any movement between branches will be as in Article 12.13.
- 12.13 When full-time positions are available in any branch within the bargaining unit, such positions shall be posted within the branch as per Article 13.01; the residual vacancies shall be posted bargaining unit wide. The successful applicants by seniority shall be awarded the jobs; all costs of relocating shall be borne by the employee. Any residual vacancy created by the posting shall be filled by the company from the affected branch, from the pool by seniority. The residual vacancy in the pool will be filled by casual upgrade.

#### 12.14 Buyout and Merger

In the event that the Company acquires another Company and effects a merger, said employees shall be merged "dovetail".

12.15 Whenever any work normally performed by one branch is transferred to another, all displaced employees shall have the first right of refusal to the transferred work.

If the displaced employees refuse their right to transfer they will exercise their right to bump as per Article 12.03 (a). 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 13.01.

**12.16** In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive:

- (i) notice under the Canada Labour Code;
- (ii) severance under the Canada Labour Code; and,
- (iii) the benefit premium will continue to he paid for a period equal to the required notice period to cover the benefits listed in 12.03 (c).

Should any employee commence work elsewhere and receive Health and Welfare benefits coverage that takes effect prior to the expiry date of the Company's above noted benefits, the employee shall immediately notify the Company of the effective date of the new coverage, and the Company shall be authorized to discontinue the employee's coverage as of that date.

# ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS

13.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Company shall post a notice on the bulletin board for a minimum of seven (7) days notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) working days of such posting. The filling of such vacancy shall be made within ten (10) working days of the initial posting and in accordance with seniority, provided the employee has the qualifications and ability.

The following procedure shall be followed when a position becomes available:

- 1. All vacancies shall be posted within the location.
- 2. There will be no aptitude testing for employees when transferring from one department to another.
- 3. The Company is required to post all successful candidates
- A copy of all postings shall be forwarded to all Stewards.

#### 13.02 Trial Period

- (a) The successful applicant shall be placed on trial in the new classification for a period of three (3) calendar months. This trial period may be extended by written agreement of both parties. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his former position wage or salary rate without loss of seniority.
- (b) In the event the successful applicant is already a full-time employee of the Company, the Union agrees that the Company will not be required to post the successful applicant's former position until he is declared permanent in the new position

- (c) The Company shall offer this temporary vacancy to the most senior employee who possesses the qualifications and ability to do the job. Should the most senior employee refuse the temporary position, it shall then be offered to the next most senior person and so on until the position is filled.
- (d) Should no full-time employees be interested in the temporary position, and then the offer will be extended to any casual employee who may possess the qualifications and ability.
- (e) Upon the successful applicant being declared permanent, as per (a) above, his former position shall then be posted in accordance with this Agreement.
- 13.03 An employee temporarily transferred to another classification will receive his own rate or the rate for the other classification, whichever is the higher.
- 13.04 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to work in a lower classification, he shall be paid the rate for that classification.
- 13.05 When the Company fills a vacancy resulting from the first posting, all reletant Stewards will be given the name of the transferred employee.

# **ARTICLE 14 - LEAVES OF ABSENCE**

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

#### 14.02 Leave of Absence for Personal Reasons

The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from

the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans, and the company will continue to pay the agreed monthly contributions for benefits.

**14.03** When an employee covered hereunder is either elected or appointed to a full-time position with the Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfil such position.

## 14.04 Maternity/Parental Leave

An employee shall be granted a maternity/parental leave of absence in accordance with Canada Labour Code, maintaining seniority and benefits.

# 14.05 Bereavement Leave

Any employee who shall suffer death in his immediate family (that is parents, spouse's parents, step-parents, spouse, grandparents, spouse's grandparents, children, brother or sister, brother-in-law or sister-in-law or grandchildren) while actively working will be granted compassionate leave of absence with pay during the next three (3)consecutive working days, one of which must be for the funeral. However, if it is physically impossible to attend the funeral the employee will receive a compassionate leave of one (1) day. Compassionate leave of one (1) day shall also be granted in the event of the death of aunts and uncles.

#### 14.06 Jury Duty

All time lost by a full-time employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. All full-time employees shall make themselves available for work for the Company during said period when they are not required to serve on the Jury.

Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty wherever practicable. All Jury Duty pay or Witness payments received by the employee from the Courts or otherwise, shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or Witness fees to the Company. This clause shall not apply to employees acting on behalf of themselves, or as a result of alternate employment.

**14.07** If an employee desires **a** leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Company.

**14.08** Legitimate and reasonable requests for leaves of absence to extend a vacation must be for good reason and must be in accordance with the vacation schedule, these will be limited to one occasion every two years, except in emergency conditions.

**14.09** When on any authorized leave of absence from work it is the employee's responsibility to ensure that all required permits and licenses are current and maintained.

#### **ARTICLE 15 - HEALTH AND WELFARE**

15.01 The Company shall provide a comprehensive Health and Welfare Plan. All regular full-time employees must be enrolled as a condition of employment. The Health and Welfare Plan, which is described in Schedule 1, is 100% Company paid.

- **15.02** (a) The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of One Hundred Thousand (\$100,000.00)Dollars.
  - (b) Supplemental Worker's Compensation

Any employee who shall sustain injuries through

felonious assault which are compensable under the Worker's Compensation Act shall be paid by the Company as follows:

Commencing on the first scheduled working day of absence, said employee shall be paid his full earnings based on his guaranteed workweek less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. Payments by the Company shall be based on one-fifth (115th) or one-quarter (1/4) as the case may be, of the employee's guaranteed workweek for each day of absence on their scheduled day of work; such payments shall not be made for Sunday and the employee's scheduled day off. The payments described herein shall be made for a maximum overall period of twenty-six (26) weeks, or until the employee returns to work, whichever occurs first.

#### 15.03 Paid Sick Time

Full-time employees shall be granted forty (40) hours paid sick time per year, after completing the probationary period, subject to the following conditions:

- (a) The Company will grant full-time employees forty (40) hours paid sick each January 1st, to be paid out the beginning of December, and employees who are sick in December, who have already received the sick pay, will not be paid twice.
- (b) Any unused sick time shall be paid for after November 30. It **is** agreed that this payment shall occur in the first pay period ending in December.
- (c) It shall be payable on the first day of sickness, based on your scheduled shift.

- (d) It is agreed that any employee who books off work and who agrees to work his scheduled day off in that week will not be paid overtime.
- (e) Sick leave can be utilized to offset Weekly Indemnity. Employees must specifically request this

**15.04** Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. When the Company requires a medical examination, the following conditions shall apply:

- (a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- (b) In addition to the above procedure on Company required medical examinations, the Company 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 right to drive such motor vehicle coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Company shall, where same is not paid for by any part of the Health and Welfare Plan under which the employee is covered, pay for such medical examinations.

**15.05** In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.

15.06 The Company shall provide the employee and steward

with a copy of the form "7" in the event of a compensable accidental injury.

15.07 The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation

15.08 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments to which he is entitled under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Company reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Company, which examination shall be paid for by the Company.

The Company will make even effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be re-classified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:

- (i) be placed on lay-off (medical leave of absence without pay);
- (ii) qualify for participation in any of the employee benefit programs to which he is entitled as a participating member;

(iii) qualify for Workers Compensation Board payments if his incapacity resulted from an on-thejob illness or injury.

# 15.09 Medical Leave

When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time) so that adequate replacement may be made if necessary. Employees must keep the Company and the Union notified of their correct address and telephone number at all times.

**15.10** It is required that employees on sick or injury leave advise the Company as to their 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 in advance of availability.

**15.11** The Company Defined Contribution (DC) Pension Plan is summarized and written in to the Collective Agreement in Schedule 2.

#### **ARTICLE 16 - TRAINING**

**16.01** Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. 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 concerned.

**16.02** The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid Course and provide proof of successful completion of same.

16.03 Any newly hired employee will have at least sixteen (16) hours training. It is understood that this will include the time involved in procuring the Firearms Proficiency Certificate (to be counted as eight (8) hours) and eight (8) hours of job training before he shall work on an armoured vehicle. For the second eight (8) hours, he will be paid according to Article 17.

# ARTICLE 17 - HOURS OF WORK AND OVERTIME

The guaranteed scheduled workweek for full-time employees shall consist of forty (40) hours, thirty-two (32) hours or twenty (20) hours per week. Each full-time employee will be scheduled to two (3)consecutive days off each week wherever possible.

For all purposes herein, any shift which, during the regular workweek, starts:

- On or after 12:00 noon and before 7:00 p.m. shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts;
- at or after 7:00 p.m. and before midnight shall be a "night shift" and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts; and,
- at or after midnight and before or at 3:00 a.m. shall be a "night shift" and any other shift shall be a "day shift".
- 17.02 (a) For full-time employees, guaranteed forty (40) hours per week, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of their scheduled shift in a day and/or forty (40) hours in a week, and for all hours worked on the sixth or seventh day of the employee's regular work week

- (b) For full-time employees, guaranteed thirty-two or twenty (32 or 20) hours per week, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of forty (40) hours in a week.
- (c) Any full-time employee requested to work on his rest day shall be guaranteed a minimum of three (3) hours pay at the applicable rate of pay.

17.03 If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked and may be subject to being removed from the day's schedule without pay.

17.04 Every employee will be entitled to an unpaid one-half (1/2) hour off to eat lunch on any shift of six (6) hours or more. Should the employee be requested not to exercise his right to a lunch period, then the one-half (1/2) hour will be counted as time worked and will be counted in his total hours for that day. All Crew members must take their lunch at the same time. ABM Service Crews are required to call in to request a lunch break. This shall be granted any time between the 4th and 6th hours of the shift.

All employees shall be allowed to take a fifteen (15) minute rest period during the first four (4) hours of any shift and a fifteen (15) minute rest period Juring the second four (4) hours of any shift. If employees work twelve (12) hours, they are entitled to three (3) fifteen (15) minute) breaks. Such rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armoured car 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.

17.05 Unless laid off according to his seniority, an employee shall be guaranteed forty (40) hours, thirty-two (32) hours,

or twenty (20) hours exclusive of overtime, providing that he is available and able to perform work during the whole of his regularly scheduled work day and week.

17.06 Overtime shall be assigned in order of seniority by classification, providing the individual has the qualifications, ability, and is available to perform the work. Employees wishing to work overtime will sign the location overtime sign-up list once each week. Failure to sign the list means employees are not available for overtime. Overtime shall be voluntary after forty (40) hours of work.

17.07 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 full-time employees will be posted by 3:00 p.m. on 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, and any changes made will only be to adjust for absenteeism, tardiness and emergencies, and to correct apparent errors.

There shall be one (1) schedule per branch and any changes made to such schedule shall be clearly indicated within twenty-four (24) hours of the change.

17.08 There will be a minimum of eight (8) consecutive hours of rest in a twenty-four (24) hour period. In the event that an employee is recalled to work before a period of eight (8) full hours elapses, "actual hours worked", he shall be paid at one and one-half (1%) times his regular hourly wage until the end of such eight (8) hour period is over.

#### 17.09 Overtime Before Vacations

An employee leaving on vacation shall be eligible for work in the week before his vacation commences. He shall be ineligible for further work until Sunday midnight after his vacation. **17.10** 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. For clarity, employees will not work overtime (unless they voluntarily agree) when the failure to complete the assigned runs is within the Company's control.

#### **ARTICLE 18 - NO DISCRIMINATION**

**18.01** The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code, 1981.

#### **ARTICLE 19 - BULLETIN BOARD**

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

**19.02** The following items must be posted on each such Notice Board:

- (a) A copy of this Agreement; and,
- (b) Seniority list to be revised **by** the Company every six (6)months.

#### **ARTICLE 20 - HEALTH & SAFETY**

**20.01** The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe **work** practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities

and defined in the Canada Labour Code Part II.

- 20.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 20.03 The Company agrees to provide warm, clean, sanitary and adequate facilities in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees. Road employees will normally take their lunch and rest period on route.
- 20.04 The Company 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.
- 20.05 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- $20.06\ \mbox{The}$  garage and office shall be adequately heated and ventilated.
- 20.07 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and provide proper first-aid kits, including a proper first-aid kit in each service vehicle.
- 20.08 The Company will ensure that there is someone available by phone or pager at all times in the event of an emergency while there are crews on the road engaged in regularly scheduled work.
- 20.09 The Company will pay straight time (at the last rate worked) for safety meetings, but will endeavour to hold

these meetings during the shift of the employees concerned. Safety Representatives on off-shift shall be considered as having worked.

#### 20.10 Safety Committee

The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

- **20.11** The Company will appoint a qualified person to check and maintain all pistols and shotguns for operational safety.
- **20.12** The Company will issue to all employees the Operating Procedure for street operations, i.e. safety and security.
- **20.13** All Company vehicles will be equipped with appropriate communication devices. The parties agree that there will be no abuse of their use.
- 20.14 (a) The Company shall not require employees to take out on the streets or highway 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 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.
  - (b) All units shall have adequate heaters, windshield wipers, air conditioners, defrosters and seat belts.
  - (c) 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 fur-

nished by the Company. Neglect to complete this report may lead to discipline.

- **20.15** The Company will make all attempts to insure that there is communication between crews and base at all times
- **20.16** 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 accordance with instructions from the Company, the Company shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48) hours and if not so delivered, the Company shall not be responsible for the payment thereof.
- **20.17** 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.
- **20.18** The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or any scales, and is fined, the Company shall pay such fines.
- **20.19** All new armoured vehicles shall be equipped with air conditioning and hydraulic seats or air-ride seats.
- **20.20** It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles, which are not in a safe operating condition, and not equipped with the safety appliances required by law. It shall be the duty of employees to complete vehicle inspection forms, and to report promptly in writing to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but also a responsibility of management. The determination of, as well

as the responsibility for, all decisions with regard to the road ability of equipment shall rest with a qualified and licensed motor vehicle mechanic, and may be subject to the grievance procedure.

- **20.21** Employees shall, immediately or at the end of their shift, report all defects of equipment to the Company. The reports shall be made on a suitable form furnished by the Company, and shall be made in multiple copies, one (1) copy of which is to be retained by the employee.
- 20,22 Drivers will be responsible for checking their vehicles before leaving the barn.
- 20.23 Vehicles will be washed and cleaned by truck employees as necessary.
- 20,24 All Drivers must produce a valid Driver's licence once per year (a letter of understanding shall be formulated for employees who lose their licence for other than medical reasons).

## **ARTICLE 21 - DURATION OF AGREEMENT**

**21.01** This Agreement shall become effective as of July 1st, 2007 and shall remain in effect in full accordance with the provisions of the Canada Labour Code **Part** I as amended up to and including April 30th. 2010, and shall thereafter continue in full force and effect from year to year unless written notice is given by one party to the other not more than (90) days prior to the above termination date or to any anniversary date thereof requesting that the Agreement be either changed, modified, amended, or cancelled.

## DATED AT MONCTON THIS 7th DAY OF N 2007.

### G4S Cash Services.

Jennifer Hinshelwood National Manager, Labour Relations

Mike Morrissey Regional Vice President Eastern Canada

Darrell Coffin Branch Manager

New Brunswick & P.E.I.

### Canada Council of **Teamsters**

Tom Fraser Teamsters Canada Vice President

John McCann Director, Armoured Car Division, Teamsters Canada

Owen Lane

Ontario Chief Steward

Mickey Leblanc Steward, Moncton

Todd Snow, Steward, Moncton Cory Rusk

Steward, P.E.I. Chris McDonald Steward, Saint John Chuck Chalmers

President, Teamsters Local 927

Dan Sawler

Business Agent, Teamsters Local 927

Harvey Edwards, Past President, Teamsters Local 927

APPENDIX "A" (Ref. Clause 2.02 Casual Employees)

- **A-1** Casual employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 4.03 of this Agreement, except that he shall not pay initiation fees.
- A-2 The purpose of casual help is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignment.
- **A-3** Seniority for casual employees shall be for the purpose of promotion or to be hired for a full-time position.
- A-4 Casual employees will be paid for the hours worked and will be paid overtime after forty (40) hours.
- A-5 The use of casual employees shall not result in the lay-off or reduction of regular hours (forty (40)hours) worked of any bargaining unit employees.
- A-6 Casual employees shall not be used while bargaining unit employees are on lay-off until said employees are first offered recall to work.
- A-7 Casual employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-8 Casual employees will:
  - (a) be granted the rest period **as** set out in Article 17.03 of this Agreement;
  - (b) receive vacation pay as determined under the Canada Labour Code and such vacation pay shall be paid on the casual employee's normal pay each two (2) weeks;

(c) receive paid holidays as set out in Article 10 of this Agreement if the requirements of statutory holiday under the Canada Labour Code have been met;

- (d) be entitled to file grievances according to the grievance and arbitration procedures of this agreement; and
- (e) a Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations.
- A-9 A casual seniority list shall be placed on the bulletin board and will be revised by the Company every three
   (3) months. Copies of these lists shall be forwarded to the Union office.
- **A-10** Casual employees shall be paid at ninety (90%) percent of the regular wage rate of the classification they are working.
- **A-11** Casual route employees shall be provided with a clothing allowance as described in Article 9.05 (a).

### A-12 Bullet Resistant Vests

The Company shall reimburse casual employees with fifty per cent (50%) of the cost of an approved bullet resistant vest, with an original receipt, up to a maximum of two hundred (\$200.00) dollars once every five (5) years. Reimbursement will be at One hundred (\$100.00) dollars after twelve (12) months and the second one hundred (\$100.00) dollars after twenty-four (24) months.

A-13 Whenever forty (40) hours of work per week shall be regularly available to a single casual employee in ex-

cess of the regularly scheduled work then guaranteed to full-time employees in five (5) or less consecutive days and exclusive of relief work performed for employees who are absent or on vacation or job posting and exclusive of seasonal work, over a period of six (6) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive.

A-14 For the purpose of this Appendix, part-time employees, casual employees, students and temporary agency employees shall all have the same meaning when either term is used. Casual employees must provide the Company with at least four (4)shifts per month on the weekend or overnight.

# APPENDIX "B" JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

### **Objective:**

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

### 1. Purpose and Commitment:

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

### 2. Structure of Committee:

For the Company For the Union

Branch Manager All Branch Stewards

Either party may request guests pertinent to subject matter.

### 3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

### 4. Protected Environment:

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

### 5. Agenda:

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

### 6. Method of Keeping Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Branch Manager. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

### **7. Chair** Responsibility:

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will by to establish an open, flexible style of discussion on agenda items.

### APPENDIX "C" BUMP GUIDELINES

### 1. (a) Revision of Runs:

In order to meet the needs of customers and improve the efficiency of the operation, runs may be changed from time to time, by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If runs shall be unusually late coming in due to breakdowns or other causes to the point that it cannot meet the Company's commitment to the customer, a crew or another run may be assigned to extend its run and make such pick-up or perform such other duties on the late run in order to meet the obligation of the Company with respect to the customer involved on the late run. All work assigned must be completed.

### (b) Special Assignments:

Special assignments may, at the election of the Company, be assigned to Spare fulltime employees, casual working crews; or regular runs may be re-scheduled.

### (c) Pilot Project

On pilot project runs requested by the customer on a trial or non-recurring basis, the Company may use Spare fulltime **as** described above, casual employees; or if an insufficient number of employees are available, then employees may be called to work on their scheduled day off.

### (d) Runs Added Due to New Work

Refer to job postings Article 13.01

### (e) Runs eliminated

In the event a run shall be eliminated or taken off the street, then the employees who are on that run will follow the bump process.

### (f) Runs Moved to Another Branch

Refer to Article 12.15.

### (g) Run Mergers

All run mergers shall be posted and then follow the bump process.

### (h) Refusal or Removal from a Run

The Company may refuse assignment to a run which an employee has posted onto, 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.

### 2. BUMP PROCESS

- (a) Any employee losing their position due to a curtailment of work will exercise their seniority by bumping in order of seniority. Only employees bumped from their position shall be eligible to bump, providing the employee has the qualifications to perform all the required duties of the new position.
- (b) Providing that employees had advance notice of a bump, they will be given a designated time to bump and will have fifteen (15) minutes to decide their preferred position.
- (c) The junior overall employee bumped will have to take an available full-time position. If there are no full-time positions available, he will be sub-

- ject to layoff or may bump a junior person on the overall seniority list within the bargaining unit.
- (d) Each bump will be documented and signed by the affected employees, the Union Steward and the Company Supervisor.

### **SCHEDULE 1** SUMMARY OF WELFARE BENEFITS -**G4S CASH SERVICES**

### **Benefits for Full Time Bargaining Unit Employees**

125% of annual earnings to **Employee Life Insurance** a maximum of \$40,000

**Basic Accident Insurance** Plan, (Principal Sum)

(Underwritten by ACE INA Insurance) See description

### **Short Term Disability Income Benefits**

• Waiting Period

Injury No waiting period

3 consecutive normal working shifts

Disease • Maximum Benefit

Period 104 weeks

70% of your weekly earnings to a \*Amount

maximum benefit equal to the maximum weekly payment under the Employment Insurance Act for the **first** 15 weeks and \$250 per week maximum

thereafter

### Healthcare

• Deductibles

Individual \$25 each calendar year Family \$50 each calendar year

The individual and family deductibles do not apply to Visioncare and In-Canada Hospital expenses.

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• Reimbursement Levels

In-Canada Hospital and 100% Visioncare Expenses 80% All Other Expenses

• Basic Expense Maximums

Hospital (Semi-

Semi-private room private room)

\$10,000 every 3 consecutive calendar years Nursing

In-Canada Prescription Drugs Included (generic substitution mandatory where avail-

able)

Drugs Used To Treat Erectile Dysfunction

\$1,000 each calendar year

Smoking Cessation Products \$125 lifetime Fertility Drugs \$6,000 lifetime

Custom-fitted Orthopedic Shoes \$250 each calendar year

Custom-made Foot Orthotics

\$200 every 2 calendar

years, \$200 each calendar year for dependents under 18 years

 $Myoelectric\, Arms$ \$10,000 per prosthesis

External Breast

1 every 12 months Prosthesis 2 every 12 months Surgical Brassieres

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Mechanical or Hydraulic Patient Lifters

\$2,000 per lifter once every 5 years

Outdoor Wheelchair Ramps

\$2,000 lifetime

Blood-glucose Monitoring Machines 1 every 4 years

Transcutaneous

Sene Stimulators \$700 lifetime

**Extremity Pumps** 

\$1,500 lifetime for Lymphedema

Custom-made

Compression Hose 4 pairs each calendar year

Wigs for Cancer Patients

\$200 lifetime

### • Paramedical Expense Maximums

Chiropractors \$300 each calendar year

Physiotherapists Unlimited

Podiatrists \$300 each calendar year Naturopaths \$300 each calendar year Osteopaths \$300 each calendar year Psychologists \$300 each calendar year Speech Therapists \$300 each calendar year Massage Therapists \$300 each calendar year

Christian Science

Practitioners \$300 each calendar year

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• Visioncare Expense Maximum

Contact Glasses and \$200 every 24 months Lenses

• Lifetime Healthcare

Unlimited Maximum

**Dentalcare** 

• Payment Basis The dental fee guide in ef-

fect in your province of residence on the date treatment

is rendered

• Deductible Nil

• Reimbursement Levels

Basic Coverage 100% 50% Major Coverage

Accidental Dental

Injury Coverage

80%

Basic Coverage (including endodontics

& periodonics) \$1000 each calendar year \$1000 each calendar year Major Coverage

Please Note: Orthodontic treatment is not covered

### **Liability for Benefits**

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Short Term Disability Income, Healthcare and Dentalcare benefits outlined in this booklet. This means your employer has agreed to fund these benefits and they are, therefore, uninsured. All claims will, however, be processed by Great-West Life.

Protecting Your Personal Information

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks. such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- · verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some or all of the benefits in the plan and we process claims on your employer's behalf. We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the

For more information about our privacy guidelines, please ask for Great-West Life's *Privacy Guidelines* brochure.

### SCHEDULE 2 COMPANY DEFINED CONTRIBUTION (DC) PENSION PLAN

Company Defined Contribution (DC) Pension Plan for members of the New Brunswick and PEI bargaining unit with the following features:

- 1. Effective Date January 1, 2005
- 2. Eligibility
  - (i) members of the Company Defined Benefit (DB) Pension Plan become members of the Company Defined Contribution (DC) Pension Plan on January 1,2005; and
  - (ii) full-time bargaining unit employees not currently members of the Company Defined Benefit (DB) Pension Plan and new hires shall join the Company Defined Contribution (DC) Pension Plan after completion of two (2) years of employment.

### 3. Contributions

The Company will contribute 4% of wages for straight time hours worked in a calendar year for each full-time member of the bargaining unit. For new employees entering the plan after January 1, 2005 contributions will be equal to 3% of straight time hours worked up to a maximum of 2000 hours in a calendar year.

**As** of May 1, 2009, the Company will contribute 4% of pensionable earnings per month for each full-time member of the bargaining unit.

As of May 1, 2010, the Company will contribute 5% of pensionable earnings per month for each full-time member of the bargaining unit.

The Pension Formula will be calculated as follows:

- For forty (40)hour employees the base hourly rate (excluding any applicable premiums) X applicable percentage (%) X 173 hours per month.
- For thirty-two (32) hour employees the base hourly rate (excluding any applicable premiums) X applicable percentage (%) X 138 hours per month.
- The twenty (20) hour employees are not entitled to the pension benefit.

The Company shall forward all contributions monthly, together with a list of all eligible members being reported each month, within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The contributions will be credited to a separate account established for each member and the member will determine how his account will be invested within a selection of investment funds available from the Financial Institution as determined by the Company from time to time in consultation with the Union.

No member contributions are required.

### 4. Vesting

Company contributions are 100% vested after completion of two (2) years of pension plan membership.

### 5. Disability

Company contributions will continue at the rate in effect for members who are disabled for a maximum two year period.

### 6. Current Plan

Employees who join the Company Defined Contribution (DC) Pension Plan will continue to be eligible for pension benefits in the Company Defined Benefit (DB) Pension Plan based on their pensionable service to December 31, 2004. The amount of benefit at the time of their retirement, death or termination of employment will be calculated on their final average earnings up to and including December 31st, 2004.

They will continue to be eligible for all other benefits and options in the Company Defined Benefit (DB) Pension Plan, except that the amount of the benefit will be determined based on their pensionable service and final average earnings to December 31, 2004.

### 7. Investment Options

The employees will be provided with sufficient information on the various funds available for the investment of their contributions at the commencement of the Company Defined Contribution (DC) Pension Plan and on a regular basis thereafter. Investment advice will be available to the employees, as they require from the Company's Defined Contribution (DC) administrator.

### **SCHEDULE 3**

### Voluntary Employee RRSP Contribution

- (a) The Company agrees to participate in a Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the Company with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The Company will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Plan administrative agent. The Company will make the payroll deductions from the member's gross, pre-tax pay.
- (b) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Financial Institution as determined by the Company within twenty (20) days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.
- (c) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to:
  - (i) all monthly contributions for members to be submitted with current address. postal code, and Social Insurance Number (SIN);
  - (ii) Addresses to be updated as well as marital status, terminations or resignations to be clearly identified

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# Respect Is a Teamster Contract

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