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CBRT & GW
EFFECTIVE: <u>July 1/84</u>
TERMINATES: <u>JUNE 30/86</u>
No. OF EMPLOYEES:
35

COLLECTIVE AGREEMENT

BETWEEN: LOOMIS ARMORED CAR SERVICE, LTD.,
22 Pretoria Avenue, Ottawa, Ontario (238-6971)

(Hereinafter referred to as the "Employer")

AND: CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
AND GENERAL WORKERS
2300 Carling Avenue, Ottawa, Ontario

(Hereinafter referred to as the "Union")

PREAMBLE

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

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

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

ARTICLE 1 - UNION RECOGNITION

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

ARTICLE 2 - UNION SECURITY AND DEDUCTION OF DUES

- 2.01 All employees coming within the scope of this Agreement shall become and remain members of the Union in good standing as a condition of employment, and will have deducted from their earnings upon entering the service of the Employer, such initiation fees as prescribed by the Union.

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- 2.02 The Employer agrees to deduct from the pay of each regular full-time employee covered by this Agreement, an amount of union dues or their equivalent as specified by the National Secretary-Treasurer of the Brotherhood and forward the full amount so deducted to him or such other person as may be officially designated. Said deductions to be made from the last pay in each and every month. Deductions so made will be forwarded to the National Secretary-Treasurer of the union or such person as that official may designate. The monthly dues remittances shall be accompanied by a list of employees on the payroll for the pay period in which the deductions were made.
- The Employer shall show the total amount of Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.
- 2.03 The Employer agrees to deduct an amount equal to the Union dues from all part-time and casual employees who earn ninety dollars or more per month. Deductions so made will be forwarded to the National Secretary-Treasurer of the Union at 2300 Carling Avenue, Ottawa, Ontario, K2B 7G1.
- 2.04 The Employer shall furnish to the Union a list of new employees taken into employment by the Employer within fourteen (14) calendar days of their being hired. The Employer shall, at the time of hiring, inform the employee as to his/her status regarding whether they are a full-time, part-time or casual employee.

ARTICLE 3 DEFINITIONS

- 3.01 **Employee:** The term "employee" as used in this Agreement shall apply to any person performing work in any classification which is covered in the classification listing of this Agreement. Excluding the Exemptions as per the certification
- 3.02 **New Classifications**
- In the event that an employee performs work covered by the bargaining unit and there is no previously established classification or wage rate covering the work performed, the Grievance Committee and the Employer shall immediately negotiate a classification and wage rate. The Union may refer such matters to arbitration, should it not agree. If such matters proceed to arbitration the Arbitration Board shall be authorized to determine whether the rate of pay for a new classification is appropriate or to establish an appropriate rate in relation to the rates of pay for other classifications covered by this Agreement.
- 3.03 **Regular Full-Time Employees**
- Regular full-time employees are those employees who are regularly guaranteed forty (40) hours of work per week.
- Regular Part-Time Employees**
- Regular part-time employees are those employees who are not regularly scheduled for forty (40) hours per week, but are available to work for the Employer at all times and make the Employer their principal place of employment and who regularly work a minimum of twenty (20) hours per week.

Casual Employees

Casual employees are those employees who are not regularly available for work at all times for the Employer, or who do not regularly work twenty (20) or more hours per week, or who make their principal place of employment elsewhere.

3.04 Probationary Period

Notwithstanding anything in this agreement, an employee shall be on probation for a period of ninety (90) days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reasons which is determined as being sufficient cause and may be subject to the Grievance Procedure. After completing the probationary period, the employee's seniority will commence from the date of hiring for regular full time and regular part time employees.

3.05 Mutually Arranged is an agreement between the Manager of the Company and the Local Chairman of the union, in writing.

ARTICLE 4 - MANAGEMENT RIGHTS

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

- 4.01 The right to hire, transfer, promote, **classify**, layoff, suspend, discharge or otherwise discipline employees.
- 4.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 4.03 The right to utilize and/or hire part-time employees during peak work periods, emergencies or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
- 4.04 The right to reduce overtime hours wherever and whenever possible.
- 4.05 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.

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

ARTICLE 5 - STEWARDS

- 5.01 Employees shall be represented by a Grievance Committee which shall consist of employees elected at each centre of operation of the Employer. The Chairman of this Committee shall act as the liaison between the employees and the Employer. The committee and/or Local Chairman may at any time call upon the

services of an accredited representative of the Union to assist them. The Employer shall designate an individual representative to act in liaison between the Local Chairman and the Employer.

- 5.02 The Employer shall not discriminate against any of the employees who are members of the Grievance Committee and who, from time to time, represent other employees.
- 5.03 The Union shall promptly notify the Employer in writing of the names of the employees comprising the Grievance Committee and of any changes in the personnel thereof. The Employer shall inform the Union in writing, of the supervisors with whom said Grievance Committee shall deal and any changes of personnel thereof..
- 5.04 The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement. Accredited Representatives of the Union shall have access to the Employer's non secure premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.
- 5.05 The stewards shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER'S property without loss of time or pay during his regular working hours if possible. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing overtime if within the regular schedule to the stewards. No overtime hours worked on Union business will be paid by the company.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- 6.02 Any complaint, disagreement or difference of opinion between the Employer and the Committee or the employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.
- 6.03 Any employee, the Committee or the Employer may present a grievance. Any grievance which is not presented within seven (7) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties. Working Days will exclude weekends and holidays.
- 6.04 An employee having a complaint may orally discuss the matter with a supervisor.
- STEP 1 The employee and/or his/her Shop Steward shall submit his/her formal grievance in writing to his/her immediate supervisor, who shall give his reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached then,

- STEP 2** Within seven (7) calendar days of receiving the decision under Step 1, the employee with his/her Shop Steward shall submit the grievance in writing to the Manager, who shall give his reply within seven (7) calendar days in writing. If a satisfactory settlement cannot be reached, then,
- STEP 3** Within twenty-one (21) calendar days of receiving the decision under Step 2, an accredited Representative of the Brotherhood may appeal, in writing and orally, to the Manager or the designated officer of the Labour Relations Office of the Employer who shall give his reply in writing within seven (7) calendar days, and failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration as established in Article 7 of this Agreement.
- 6.05** Either party to this agreement who violate the time periods provided herein or fail to request an extension of the time period as defined above will be recognized as having yielded and must concede the case to the other party.
- 6.06** A grievance concerning the dismissal of an employee may be progressed commencing with Step 3 of the grievance procedure within fourteen (14) working days of the date the employee is dismissed.
- 6.07** The time limitations prescribed in this Article may be extended in writing but only by mutual consent of the parties.
- 6.08** No employee shall be required to enter the offices of a Supervisor for disciplinary purposes or receive a letter of warning from same without the presence of a member of the Grievance Committee if the employee so wishes (i.e. Shop Steward or Local Chairman).
- 6.09** Any employee shall be allowed to inspect his/her own personal file. The Local Chairman acting on behalf of the union with the written permission of the employee shall be allowed to inspect the personal file of the employee.
- 6.10** (a) 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 ten (10) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be null and void. In any case, one (1) year from the date of occurrence such adverse statement, warnings, reprimands, etc., other than suspensions, shall not be used against the employee, providing there has not been a recurrence of the same offence during that year. The article will not conflict with the employee's rule book.
- (b) Notice of suspension shall remain as part of an employee's record, as follows:
- 1) One day suspension - one (1) year
 - 2) Two days or greater suspensions - two (2) years
- It is the intent of both parties to use the discipline procedure to correct and assist employees
- 6.11** The following special procedures shall be applicable to an employee subject to a suspension or discharge:
- An employee subject to suspension or discharge shall be informed of same as soon as the offense becomes known to management and shall receive an impartial hearing within three (3) days of

management's knowledge of the offense, excluding holidays and weekends. He may be held out of service for investigation (not exceeding three (3) days). The employee and his representative shall be given a complete outline of the charges against him at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed, in writing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him at least twenty-four (24) hours in advance, i.e., cannot be reached, then notice to the Local Chairman or his representative shall suffice.

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

- 6.12 Should an employee be exonerated prior to arbitration he/she shall be paid for any lost wages, benefits and expenses. At Arbitration the arbitrator will so decide the penalty.

ARTICLE 7 - ARBITRATION

- 7.01 Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a board of Arbitration. Such notification must be made in writing.
- 7.02 The Board of Arbitration shall consist of a single arbitrator designated by the Employer and the Union who shall act as the Board of Arbitration.
- 7.03 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Department of Labour who shall appoint the Arbitrator.
- 7.04 No person involved directly in the controversy under consideration shall be an Arbitrator.
- 7.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.
- 7.06 The findings and decision of the Board of Arbitration all arbitrable questions shall be binding and enforceable on all parties,
- 7.07 The expense of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 8 - SCHEDULE OF HOURS AND OVERTIME

8.01 The regularly scheduled work week for a regular full-time employee shall consist of five (5) days of eight (8) consecutive hours each, making a total of forty (40) hours per week and two (2) consecutive rest days. The work week will be Monday through Sunday. An employee shall not be required to work a split shift under any circumstances.

Overtime

Overtime at the rate of time and one-half (1-1/2) of the employee's basic hourly rate, shall be paid for all work performed beyond normal daily (8 hours) and weekly (40 hours) hours, or an employee working on his day off.

8.02 Any employee required to report to work on his/her rest days, or on special assignment, shall be guaranteed a minimum of four (4) hours pay.

8.03 Upon mutual agreement in writing between the Employer and the Union, a shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established. Where such shifts are established, overtime shall occur after the tenth (10) hour at the rate of time and one-half (1-1/2) times the basic rate.

8.04 An employee who works overtime in conjunction with his/her regular shift after two and one half (2 1/2) hours shall be allowed a meal allowance of \$7.00 with a receipt and \$5.00 without a receipt.

8.05 An employee temporarily assigned to a higher rated position for Four (4) hours or more shall receive the higher rate for his/her entire shift. An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.

Employees assigned to work in a higher classification shall be paid for all hours in such higher classification at the rate applicable.

8.06 An employee engaged temporarily or an employee temporarily promoted on account of an employee being off duty due to sickness or similar cause, or on vacation or leave of absence, shall receive the rate applicable to the position on which temporarily employed. Such vacancies will be offered in order of seniority providing the employee has the ability and qualifications to perform the work.

8.07 Each four (4) hour period shall have a fifteen (15) minute Employer-paid break.

8.08 Any employee required to perform work before the scheduled starting time shall be compensated at straight time for eight (8) hours commencing when the employee starts work unless the employee commences work more than half (1/2) an hour before his scheduled start at which time the employee will be compensated at overtime rate for the time prior to his start time.

8.09 Should an employee be required to work overtime on Sunday, double time shall be paid for all hours worked.

- 8.10 An employee who is required to attend any meeting on Company business shall be paid at his/her regular rate of pay for such meetings occurring during his/her regular shift or at punitive (overtime) rates of pay for all such time spent outside of his/her regular shift. Except for Safety meeting which will be paid at straight time.
- 8.11 Overtime will be assigned in order of seniority providing the individual has the qualifications and ability to perform the work and the overtime is not an extension of the employee's shifts, for crews.
- 8.12 Every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at one and one-half (1 1/2) times his regular hourly wage rate until such eight (8) hour period is over.

ARTICLE 9 - HOLIDAYS

- 9.01 The following statutory holidays will be observed:
- | | |
|----------------|--|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | Civic Holiday (first Monday in August) |
- 9.02 Eligible employees are those employees who are regular full-time and regular part-time employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days.
- 9.03 An eligible employee will be entitled to pay for the above noted holidays although no work is performed, providing each employee works on the regular scheduled work days first preceding and next following such holidays. The Employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.
- 9.04 Holiday pay will be computed by multiplying the employee's basic straight time hourly rate of pay by the number of hours worked in the employee's regularly scheduled work day.
- 9.05 Eligible employees working under a long day, short work week agreement, will receive their normal day's pay if the holiday falls on their regular scheduled day of work, the employee will receive eight (8) hours pay at the basic rate for the job category.
- It is further understood that the normal day's pay will be based on the rate of the position which he/she would have been filling if he/she was working on that day.
- 9.06 If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he will be paid at his regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time-and-one-half (1-1/2 times) for the day worked in addition to the holiday pay.

9.07 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.

ARTICLE 10 - ANNUAL VACATIONS

10.01 No later than January 1st of each year, the Employer shall post a vacation list or lists on the bulletin board, and each employee shall, in order of seniority, apply for his vacation on such list at a time same is desired, and such request must be completed by March 1st of each year.

It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of the employee in exercising his entitlement for vacation selection. No employee will be bypassed without notice in writing from the Employer.

The Employer is not bound to permit more than a certain number of employees who may be off on vacation during each week of the year so as to maintain continuous operating efficiency of the business and quality of Client services.

Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one (1) period or split. However, no employee may split his vacation within the period of May 15th through September 15th. The second or other parts of the split must be taken outside this period and for a time of not less than one (1) week's duration.

Vacations taken during the period July 1st to August 31st inclusive will be limited to two (2) weeks for any employee during this period but may be taken in conjunction with the immediately preceding week(s) in June or the immediately following week(s) in September.

In the event an employee shall fail to select his vacation on or before March 1st the Employer reserves the right to assign such employee's vacation period.

10.02 Vacations - Service Requirements and Entitlement

a	Service Requirement Years	Entitlement Weeks	Hours of Pay	% of Earnings
	One (1) year	Two (2) wks.	80	4%
	Three (3) years	Three (3) wks.	120	6%
	Ten (10) years	Four (4) wks.	160	8%
	Twenty (20) years	Five (5) wks.	200	10%

b. Application

Regular full-time and regular part-time employees will receive vacation pay on the basis of the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation, whichever is the greater and subject to the provisions of paragraphs 10.03 and 10.07 of this Article.

- 10.03 For purposes of determining an anniversary year of employment to qualify a regular full-time or regular part-time employee for vacation and vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of fifteen hundred (1500) hours in the employee's anniversary year, the employee shall be eligible for vacation as set forth above.
- 10.04 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four (4) per cent of the gross earnings he received while in the employ of the Employer.
- 10.05 In the event of a regular full-time or regular part-time employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four per cent (4%), six per cent (6%), eight per cent (8%) or ten per cent (10%), as the case may be, of his pay for anniversary year in which he ends his employment for which no vacation has been paid.
- 10.06 Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation was calculated (i.e., on a percentage or weekly guarantee). A separate payroll will be made up for payment of vacation benefits.
- 10.07 Regular full-time and regular part-time employees who shall have worked less than fifteen hundred (1500) hours in their last anniversary year, will be paid the appropriate percentage of their gross pay; that is, 4%, 6%, 8%, or 10% based on their length of service, earned during their last completed anniversary year.
- 10.08 Casual employees shall receive vacations and vacation pay in accord with the minimum requirements of the ordinance governing annual vacations under the Canada Labour Code.
- 10.09 Employees must take their earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned.

ARTICLE 11 - CONTRACTING OUT

- 11.01 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Employer establishes that:
- a. sufficient qualified employees, whether working or on lay-off are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient;
 - b. an emergency or an exceptional volume of work exists which is beyond the Employer's resources for the available period of time, for which situation the Employer cannot be held responsible, and provided the Employer has taken normal precautions to maintain its equipment.
- 11.02 The Employer further undertakes not to contract out any work which can be more efficiently and more economically performed by its own employees, equipment and expertise.
- 11.03 In all cases, contracting out of work shall not result in reduction of rates of pay, nor cause lay-off of employees.

- 11.04 Where the Employer establishes the need to contract work, the Manager shall give the Local Chairman as much prior notice as possible, setting out the nature of the work and the reason for going to an outside contractor. Any grievance arising under this Article may be commenced at Step 3 of the Grievance Procedure.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.01 During the authorized leave of absence, an employee shall maintain and accumulate seniority.
- 12.02 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 the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

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 Employer. However, no legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation, then it must be in accordance with Article 10.01.

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

12.03 **Medical Leave**

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

It is required that employees on sick leave advise the Employer as to his 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 his availability.

12.04 **Funeral Leave**

If a regular full-time employee suffers a death in the immediate family such employee, upon request, will be granted such time off with pay as is necessary to make arrangements for the funeral and to attend, not to exceed three (3) work days.

For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse and child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepmother/father, and legal foster parents, and any relative permanently residing in the employee's household or with whom the employee resides.

12.05 **Jury Duty**

When regular full-time employees are required to serve on a jury, they shall be paid the difference between the jury fees and their scheduled hours of work for each week they are

required to **serve on the jury** provided the employees shall be available to work for the Employer during said period **when they are not required to serve on the jury.**

Regular part-time employees required to serve on a jury shall be paid the **difference between the jury fees and their scheduled hours of work for each week they are required to service on the jury, provided they are available to work for the Employer during said period when they are available to work for the Employer during said period when they are not required to serve on the jury,**

12.06 **Employees Rule Book, June 1979**

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

ARTICLE 13 - SENIORITY

13.01 Two (2) separate seniority lists will be maintained by the Employer :

- a. Truck personnel;
- b. In-plant personnel.

Employees may indicate in writing for a transfer from one seniority list to the other. Such information shall be forwarded to the Employer and the Union and the Employer will undertake to give preference to such transfer before hiring new employees. If such transfer is arranged, the employee shall take the seniority position at the bottom of the other seniority list.

the Employer shall immediately, and every six (6) months thereafter, post seniority lists setting out the name, classification and date of employment of all employees. Seniority for regular full-time and regular part-time employees shall be placed on the seniority list immediately upon being employed on a position covered by this Agreement. casual employees shall not have any seniority rights under the terms of this Agreement.

13.02 Promotions to higher classifications within each seniority list shall be made in accord with list seniority subject to the job posting procedure provided the employees considered for promotion possess the ability and qualifications necessary for the higher classification.

The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not permit the Employer to be unreasonable in its determination and if disputed, shall allow recourse to the Grievance Procedure.

Demotion to lower classifications on each seniority list due to reduced work requirements of the Employer shall be made in reverse order of list seniority.

- 13.03 **Any employee** who has been promoted to a position outside the bargaining unit and after a reasonable trial period not to exceed ninety (90) days and is found to be unsatisfactory for the new position, shall be restored to his former position and shall retain his seniority therein. Protection of seniority for an employee promoted outside of his bargaining unit shall apply only once during the term of this Agreement to any individual employee.
- 13.04 The layoff and recall of employees will be based on seniority on each of the Seniority Lists; that is, the last hired will be the first laid off and the last laid off will be the first recalled.
- 13.05 Regular full-time employees who have been demoted to the status of part-time employees shall hold top seniority among employees on their respective seniority list, shall have first call to assignments with greater earning opportunities and shall be the first in line for promotion to regular full-time status.
- 13.06 An employee shall lose seniority in any of the following events:
- a. he is discharged for cause, or during his probationary period;
 - b. he voluntarily leaves the employ of the Employer; or
 - c. he fails to report to work after a layoff, within five (5) days after being notified by registered mail;
 - d. he fails to report to work at the expiration of a leave of absence except for a bonafide emergency;
 - e. he is absent from work for three (3) days without notifying the Employer; except for a bonafide emergency;
 - f. he is promoted and remains outside of the bargaining unit ninety (90) working days or longer;
 - g. he has been on layoff for a period of one (1) year or longer.

ARTICLE 14 - JOB POSTING

- 14.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the Bulletin Board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within three (3) working days of such posting. the filling of such vacancy shall be made within five (5) working days thereafter.

ARTICLE 15 - LUNCH AND REST PERIODS

- 15.01 Employees shall be allowed a minimum of one half (1/2) hour off to eat lunch on a shift which involves a lunch period. Such lunch period shall commence no earlier than three (3) hours after the start of the shift or not later than five (5) hours after the start of the shift. Such time shall not be considered as time worked provided in the event that an employee is required to take his lunch outside of this period or is required to remain on the armored vehicle or on the Employer's premises during his lunch period such time shall be considered as time worked. When the work schedule is completed within eight (8) hours, payment to employees shall be limited to eight (8) hours of straight time.

- 15.02 All employees shall be allowed to **take a rest period during the first half of any shift and a rest period during the second half** of any shift. Such rest stops shall be made on the routs without appreciable deviation **from the approved or established schedule of the armored car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer,**

ARTICLE 16 - PAY DAY AND PAY STATEMENTS, ETC.

- 16.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be cash or cheque at the Employer's option.
- 16.02 the Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed **itemized** statement in respect of **all wage payments** to such employee. Such statement shall set forth **the total hours worked, total overtime hours worked (either time and one-half (1 1/2), or double (2) time, the rate of wages applicable and all deductions made from the gross amount of wages.**
- 16.03 **When there is an error or short payment or any other type of error, this shall be corrected as soon as possible. However, when an employee is short paid \$50.00 or more, a cheque will be issued within five (5) days of an employee's request for payment to cover the shortage. If less than \$50.00 it will appear on the following pay cheque.**
- 16.04 **Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.**

ARTICLE 17 - MEDICAL EXAMINATIONS

- 17.01 Any **medical examination** requested by the Employer shall be promptly **complied with by all employees, provided however, that the Employer shall for all such examinations. When a medical examination is required by the Employer, the following conditions shall apply:**
- a. If an **employee takes a medical examination during his normal working hours, 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 Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations,**
- 17.02 If following an Employer requested **medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:**
- a. **The Employer shall notify the Committee of the medical findings with respect to the employee. Should the Committee or the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.**

- b. Where there is no agreement between the Employer-appointed physician and the employee's physician on the condition of one employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- c. The findings of the consultant shall be final and binding upon all parties.
- d. The remuneration of the consultant shall be borne by the Employer.
- e. Should the consultant deem the employee to be capable of carrying on his assigned duties then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- f. The Employer will make every 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 layoff (medical leave of absence without pay);
 - or
 - (ii) qualify for participation in any of the employee benefit programs to which he is entitled to an a participating member;
 - or
 - (iii) qualify for Workers' Compensation if his incapacity resulted from an on-the-job illness or injury.

ARTICLE 18 - TRUCK MAINTENANCE

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

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

ARTICLE 19 - TRAFFIC TICKETS

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

ARTICLE 20 - GENDER

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

ARTICLE 21 - TOOLS

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

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

- 22.02 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.

- 22.03 The Garage and Office shall be adequately heated and ventilated.

ARTICLE 23 - SAFETY AND HEALTH

- 23.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper first-aid kits, including a proper first-aid kit in each service vehicle.

ARTICLE 24 - UNION NOTICES

- 24.01 The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees.
- 24.02 The following items must be posted on said Notice Board:
- a a copy of this Agreement;
 - b. seniority lists to be revised every six (6) months.

ARTICLE 25 - NEW EQUIPMENT

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

ARTICLE 26 - PENSION, HEALTH AND WELFARE

26.01 The **Employer** will continue to provide a **pension plan** for **eligible employees** who work a **minimum** of eighteen hundred (1800) hours each anniversary year and who **were employed** prior to attaining **the age of sixty (60) years**.

26.02 The **Company** shall provide a **comprehensive Health and Welfare Plan**. All **regular full-time and regular part-time employees** must be enrolled as a **condition of employment**. The **cost to the employee** will be the equivalent of **1% per month** of **regular earnings**.

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

26.04 The **Employer** will provide for **regular full-time and regular part-time employees**, who have **completed probation**, an **M.S.A. Dental Plan** for such **eligible employees** and their **eligible dependants**. A **copy of the Plan is attached**.

26.05 The **Employer** will provide **felonious assault insurance** for all **employees** on the payroll from the date of **employment** in the amount of **twenty thousand dollars (\$20,000)**.

26.06 The **Employer** will make available to **eligible employees** a **Long-Term Disability Group Plan (salary Continuance)**. Eligibility commences **after fifteen (15) weeks**. The **plan** provides a **disability income based on 70%** of average weekly earnings up to **\$250.00 per week**. The total disability period shall be a **maximum of two (2) years** calculated from the **commencement of the short-term disability**.

26.07 **Short-Term Disability benefit commences** on the first (1st) day of accident and the fourth (4th) day of sickness. Benefit is based on **70%** of average **weekly earnings** up to the **U.I.C. standard** for the first **fifteen (15) weeks**. An increase in the **maximum payment** will be automatic in accordance with the **U.I.C. standard**.

26.08 The **Employer** will **make** available to **eligible employees** a **Personal Accident Insurance Plan** for those **employees** who voluntarily enroll in the Plan and who continue to **pay** the required **monthly premium**. This is a **separate plan**.

26.09 The **Employer** will make available to **eligible employees** and their dependants a **Group Life Insurance - Plan "A"** to a **maximum \$40,000** based on **annual base salary**.

26.10 The **Employer** will make available to **eligible employees** **Accidental Death of Dismemberment Insurance - Plan "A"** to a **maximum \$40,000** based on **annual base salary**.

26.11 The **Employer** agrees to provide all **employees** with current **details and information** covering all **employee benefit programs** for which **employees** covered by this **Agreement** are entitled to participate.

26.12 **Employees** will accumulate one-half (1/2) day sick leave per **month (six (6) days per year)** to a **maximum accumulated of thirty (30) days**. Sick leave shall be paid as follows:

Four (4) hours first day of illness
Eight (8) hours second day of illness
Eight (8) hours third day of illness

Sick leave benefits to be used only in conjunction with Article 26.06 and 26.07.

ARTICLE 27 - TRAINING

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

27.02 Training During Normal Working Hours

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

All training on classification jobs that exceed eight (8) hours will be paid at overtime rates.

Voluntary Training

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

ARTICLE 28 - PRINTING OF COLLECTIVE AGREEMENT

28.01 The Company will undertake the responsibility for the printing of the Collective Agreement in both languages (French and English) as may be required for each employee and will absorb the cost of such printing. The Union will be responsible for translating the Collective Agreement into French.

ARTICLE 29 - UNIFORMS AND WORK CLOTHES

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

Truck Employees

Regular full-time and regular part-time employees:

1 cap; 2 jackets; 3 pairs of trousers; 3 shirts (3 long-sleeved or 3 short-sleeved); 1 tie; 1 belt and holster.

Casual employees:

1 cap; 1 jacket; 1 shirt; 1 pair of trousers; 1 tie; 1 belt and holster.

In-Plant Employees

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

29.02 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.

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

29.04 Bullet-proof Vests

The Employer shall pay fifty percent (50%) of the purchase to a maximum of one hundred dollars (\$100.00) providing the following requirements are met:

- (1) The bullet-resistant garment must be of a style that an individual can wear beneath his uniform.
- (2) A receipt for the full cost of the garment must be submitted to the Employer.

ARTICLE 30 - GENERAL

30.01 Joint Health and Safety Committee

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

ARTICLE 31 - CLASSIFICATIONS AND WAGE RATES

<u>CLASSIFICATIONS</u>	<u>JULY 1/84</u>	<u>JULY 1/85</u>
<u>ARMORED CAR</u>		
Custodian	\$12.00	\$12.36
Driver	10.89	11.22
Guard	10.42	10.73
Casual or Probationary	8.09	8.33
<u>IN-PLANT</u>		
Vault Teller	\$12.00	\$12.36
Coin Clerk	8.17	8.42
Lead Hand	8.00	8.24
Turret Operator	7.77	8.00
Money Room Clerk	7.48	7.70
Cash Cage Clerk	7.82	8.05
Casual or Probationary	6.98	7.19

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

Dated at OTTAWA this 9th day of JANUARY, 1984.

FOR THE UNION:

[Signature]
[Signature]
[Signature]

FOR LOOMIS ARMORED CAR SERVICE,
MEM:

[Signature]
[Signature]

Appendix "A"

SENIORITY LISTING

Outside Workers

<u>NO.</u>	<u>NAME</u>	<u>START</u>	<u>STATUS</u>
1950	Saunders, R.L.	06 19 78	F/T
1820	Proulx, G.C.	04 23 79	F/T
1695	Potter, R.M.	04 23 79	F/T
1680	Pittman, D.W.	07 28 80	F/T
2150	Tremblay, M.R.	01 05 81	F/T
0449	Chevalier, C.H.	08 24 81	P/T
0530	Deriger, A.P.	09 28 81	P/T
0960	Harrison, J.P.	01 01 82	P/T
2116	Taillefer, M.E.	08 01 82	F/T
0015	Allaire, R.M.	07 01 82	P/T
0269	Bradley, G.J.	08 01 82	P/T
1201	Lacasse, J.	03 14 83	P/T
2050	Souliere, R.J.	03 09 84	P/T
2035	Smith, B.	11 06 84	P/T

SENIORITY LISTING

Inside Workers

1280	Picher, N.M.	07 01 81	P/T
0091	Aube, F.	07 01 81	P/T
0546	St-Jean, R.B.	10 02 81	P/T
1867	Fortin, M.J.	01 01 82	P/T
1135	Kincade, M.J.	07 01 82	F/T
0924	Hanna, G.A.	07 01 82	P/T
1310	Longpre, G.M.	07 01 82	P/T
0607	Drouin, J.R.	09 08 82	P/T
1207	Landriault, B.	10 01 82	P/T



CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS
FRATERNITÉ CANADIENNE DES CHEMINOTS, EMPLOYÉS DES TRANSPORTS ET AUTRES OUVRIERS

TO : Mr. Jack Brownrigg
Collective Agreements
Labour Canada
Ottawa, Ontario
K1A 0J2

FROM : C.B.R.T. & G.W.

Enclosed are copies of recently signed Agreements
and/or Memoranda of Agreement⁶ and/or Addenda to
Agreements and/or Letters of Understanding, covering
the following:

Arrow Transportation (Int.) Inc.
Auberge des Gouverneurs - Gaspé (Baker Hotel Ltee)
Automobiles Plymouth Chrysler de Pointe-Claire Ltée
B.C. Hotels' Association
Banff Springs Hotel
The Battery Limited
Bessborough Hotel Limited
Brookfield Foods Limited
Chateau Lake Louise
Crossley Karastan Carpet Mills Ltd.
Colchester Hospital
C.T. Transport Inc.
Dartmouth General Hospital and Community Health Centre
Jasper Park Lodge - Agreement 5.22, 5.63
Judson Foods Division
Estate of W. Laurence Sweeney/Laurence Sweeney Fisheries Ltd.
Grace Maternity Hospital
Halifax Infirmary
Laidlaw Transport
Le Comité Paritaire de l'Industrie de l'Automobile de Montreal
et du District
Loomis Armored Car Service, Ltd.
MacDonald Pontiac Buick G.M.C. Ltd.
Marguerite Tours Ltd.
Northwood Incorporated
Nova Scotia Power Corporation
Modern Building Cleaning - Grace Maternity Hospital
Modern Building Cleaning - Mount St. Bernard College
Mount Saint Vincent University
Northern Thunderbird Air Ltd.
ca
Encls.

C. Aalders

APR
AVR 26 1985

BUREAU NATIONAL OFFICE: 2300 AVENUE CARLING AVENUE, OTTAWA, CANADA K2B 7G1

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