

COLLECTIVE AGREEMENT

BETWEEN

LOOMS ARMORED CAR SERVICE, LTD.
1303 Michael St., Gloucester, Ontario K1B 3M9 (Hereinafter referred to aU the "Employer")

AND

CANADIAN BROTHERHOOD OF RAILWAY. TRANSPORT AND GENERAL WORKERS 2300 Carling Avenue, Ottawa, Ontario (Hereinafter referred to as the "Union")

## Effective: July 1, 1989 <br> Expiry: <br> June 30, 1992

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SENIORITY LISTING


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

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

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

This Agreement shall be in full force and effect from and including, Jill lat, 1989 to and Including June 30 th, 1982 , and shall continue in
full force and effect from Year to year thereafter. subject to the right of either party to this Agreement within three (3) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter. by written notice to the other party, require the other party to commence Collective Bargaining with a view to a conclusion or renewal of a Collective Agreement or a new Collective Agreement.

## ARTICLE 1

## UNION RECOGNITION

\(\left.$$
\begin{array}{ll}\text { 1.01 } & \begin{array}{l}\text { This Collective Agreement shall cover all employees of the } \\
\text { Employer working in Ottawa, Ontario, excluding branch } \\
\text { manager, route supervisor, cash cage and money room } \\
\text { supervisor, salesman and office secretary. }\end{array} \\
\mathbf{1 . 0 2} & \begin{array}{l}\text { The Employer recognizes the Union as the sole collective }\end{array} \\
\begin{array}{l}\text { bargaining agent of the employees covered by this Agreement. }\end{array} \\
\begin{array}{l}\text { Properly qualified officers and committee members of the }\end{array}
$$ <br>
Union shall be recognized by the Employer in discussing any <br>

and all matters affecting the relationship between the\end{array}\right\}\)| Employer and the employees who are members of the union and |
| :--- |
| are affected by this Agreement. |

## ARTICLE 2

## UNION SECURITY AND DEDUCTION OF DUES

2.01 All employees coming within the scope of this Agreement shall become and remain members of the Union in good standing as a condition of employment, and will have deducted from their earnings upon entering the service of the Employer, such initiation fees as prescribed by the Union.
2.02 The Employer agrees to deduct from the pay of each regular full.-timeemployee 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 pereon 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.

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 K 28 791,

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.

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.

Regular Full-Time Employees .
Regular full-tine smployaes are those employees who are regularly guaranteed forty (40) hours of work per week,

## Reqular Part-Time Employees

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

## Casual Employees

Casual employees are those employees who are not regularly available for work at all times for the Employer, or who do not regularly work thirty (30) or more hours per week, or who make their principal place of employment elsewhere.

## Use of Casual Help:

The Company agrees that any use of casual help is not to control the growth of the bargaining unit. Its purpose is to allow the Company the flexibility necessary to perform relief wouk and work which it is not feasible to schedule for regular assignment.

Casual employees can be used on a one for one replacement of full-time employees who are absent or on vacation. Any use of such casual employees in the classification of Custodian will be subject to the following conditions:

1. Any work done would be paid the full-time rate.
2. Any hours worked by casual Custodians will be exempt from "hours allowed for the Company" (Re: Hiring Clause).
3. No casual will work as 'a Custodian"while thase is an available and willing full-time employee at straight time.
4. No casual will work a3 a Custodian or otherwise in a special work situation unless there are no willing full-time employees.
5. For extra work (work which is over and above the weekly blocks), they will be allowed to work runs of eight (8) hours or less.
6. Whenever forty (40) hours of work per week shall be regularly available to a single casual employee in excasa of the fegulatyy scheduled work then guaranteed to regular full-time employees and exclusive of relief work performed for employees who are absent or on vacation, then another employee will be added.

Local Chairpersons will be allowed to check the labour
reports to verify that No. 6 above is being adhered to.
3.04 Probationary Period: Notwithstanding anything in this Agreement, full-time, part-time and casual employees shall be on probation for a period of sixty (60) working days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employes'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. Casuals have no seniority until becoming full-time or part-time.
3.05 Mutully Arranged is an agreement between the Manager of the Company and the Local Chairperson 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, lay off, 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.

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.

The right to reduce overtime hours wherever and whenever possible.

The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.

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

## ARTICLE 5

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 hour8 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 ahall give his reply in writing within seven (7) calendar days. If a satisfactory settlement cannot be reached then,

## Sted 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 <br> progressed commencing with Step 3 of the grievance procedure <br> within fourteen (14) working days of the date the employee <br> is dismissed. |
| :--- | :--- |
| $\mathbf{6 . 0 7} \quad$The time limitations prescribed in this Article may be |  |
| extended in writing but only by mutual consent of the <br> parties. |  |
| $\mathbf{6 . 0 8} \quad$No employee shall be required to antac the offices of a <br> Supervisor for disciplinary purposes or receive a letter of <br> warning from same without the presence of a member of the <br> Grievance Committee if the employee so wishes (i.e. Shop |  |
| Steward or Local Chairperson). |  |
| Any employee shall be allowed to inspect his/hes own <br> personal file. The Local Chairperson acting on behalf of |  |
| the union with the written permission of the employee shall <br> be allowed to inspect the personal file of the employee. |  |

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 Chairperson or his representative shall suffice.

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

Should an employee be exonerated prior to arbitration he/sho 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.

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 sinsll 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 on all arbitrable questions shall be binding and enforceable on all parties.
7.07 The expense of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 8

## SCREDULE OF HOURS AND OVERTINE .

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 ( $11 / 2$ ) of the employee's basic hourly rate, shall be paid for all work performed beyond normal daily (8) hours and weekly (40) hours, or an employee working on his day off.
8.02 Any employee required to report to work on hisher rest
days, or on special assignment, shall be guaranteed a
minimum of four (4) hours pay.
8.08
The employer shall. wherever practical, establish a weekly schedule of four \{4\}- consectutive ten (10) hour shifts, with three (3) consecutive days off. In such instances, compensation will be on the basis of ten (10) hours per day at the straight time rate.
A) Employees who regularly work on these shifts shall be paid ten (10) hours at straight time rates of pay for the first ten (10) hours of work in any work day, and time and one-half ( $11 / 2$ ) for any work performed in excess of ten (10) hours.
B) Part-time employees who relieve the regular employees on any ten (10) hour shift for a full weekly period shall be entitled to the same wages and overtime provisions as the regular employees. •
C) Employees who regularly work on these shifts will receive ten (10) hours of pay for statutory holidays.
D) Employees who regularly work on these shifts shall be governed by Article $8, \$ 1$ (Overtime), in the same manner as employees on eight. (8) hour shifts.
E) Employees who relieve regular employees on any ten (10) hour shift for less than a full weskly period, shall be paid straight time rate for the first ten (10) pours of work performed in any work day and time and one-half (1 $1 / 2$ ) €or any work performed in excess of ten (10) hours in any work day. He shall also be paid time and one-half (1 $\mathbf{1 / 2}$ ) times the regular rate of pay for any regular hours worked in excess of forty (40) hours per week. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.
F) The employer must give thirty (30) days notice to the Union prior to cancellation of 10 hour shifts.
An employee who works overtime in conjunction with $\kappa 1 s / n e r$ regular shift after, two and one-half (2 1/2) hours shall be allowed a meal allowance of $\$ 8,50$ with a proper receipt from any eating establishment to be paid within two (2) weeks.
8.05 An employee temporarily assigned to a higher rated position €or four (4) hours or more shall receive the higher rate for his/nar entire shift. An employee temporarily assigned to a lower rated position shall not have his/hes rate reduced.
Employees assigned to work in a higher classification shall be paid for all hours in such higher classification at the rate applicable.
An employee engaged temporarily or an employee temporarily promoted on account of an employee being off duty due to sicknsss 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.
Each four (4) hour period shall have a fifteen (15) minute Employer-paid break.
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, <br> double time shall be paid. |
| :--- | :--- |
| $\mathbf{8 . 1 0}$ | An employee who is required to attend any meeting on Company <br> business shall be paid for his/her regular rate of pay for |
| such meetings occurring during hl fher regular shift or at <br> punitive (overtime) rates of pay for all such time spent |  |
| outside of his/ner regular shift. Except for Safety meeting |  |
| which will be paid at straight time. |  |

ARTICLE 9

## HOLIDAYS

9.01 The following statutory holidays will be observed:

| New Year's Day | Thanksgiving Day |
| :--- | :--- |
| Good Friday | Floating 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 zeasonsole/leģtimata such holiday pay.antitlement will be granted.
9.04 Holiday pay will be computed by multiplying the smployse'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 york. Mesk 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 hey'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 ore-hale (1 1/2) 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 VACATION

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 as desired, and such request must be completed by March 1st of each year.

It is the Employes 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 employes 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) qeak's duration.

Vacations taken during the period July 1st to August 31 t. inclusive will be limited to two (2) weeks for any employee during this period but may be taken in conjunction with the immediately preceding $\psi \in \boldsymbol{e k}^{(s)}$ ) in June or the immediately following wesk(s) in September.

In the event an employee shall fail to select his vacation on or before March lst, the Employer reserves the right to assign such employés vacation period.
only one route employee and one cash cage employee will be permitted vacation during the period five (5) days prior to Christmas and five (5) days following Christmas.
a)
Sevice Requirement
Years

One (1) Yr
Three (3) Yrs
Ten (10) Yrs
Sixteen (16) Y̌s

Entitlement
Weeks

Two
(2) $4 \times 15$

Threa (3) wks
Four (4) whs
Five (5) wiks

Hours of Ray

80
120
180
200
$\%$ of Earnings 4\% $6 \%$ 8\% 10\%

## b) Apolication

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 vaction, 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) percent 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 percent ( $4 \%$ ), six percent ( $6 \%$ ). eight percent $(8 \%)$, or ten percent $(10 \%)$, as the case may be, of his pay for anniversary year in which he ands 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 employees is receiving vacation pay, how the vacation was calculated ( $1 . \varepsilon_{1}$, 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 amploysea who shall have worked less than fletsen hundred (1500) hours in their last anniversary year, will be paid the appropriats 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 theit earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year fox which the vacation was earned.
10.10 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the Branch Manager and the authorized Local Brotherhood representative.
10.11 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall at the option of that employee, have the right to have such vacation carried to the following year.

## ARTICLE 11

## CONTRACTING OUT

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

## LEAYES 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 100 or not, or suffers any $1 i 1$ ness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subjsot 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 schedullng purposes and preferably with a minimum of twenty-four (24) hours notice in advance of his availability.

## Fureral Leave

If a regular full-time or part-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, 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 $\tilde{\varepsilon} e^{s}$ 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 serys on as 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 axe not required to serve on the jury.

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 ahall be given to the Local Chairperson 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 Three (3) separate seniority lists will be maintained by the employer.
A) Truck Personnel
B) In-Plant Personnel
C) A.T.M. Personnel

NOTE:- Where possible in-plant positions will be assigned in order of seniority.

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 <br> 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. |  |$\quad$| The Employer shall determine the ability and qualifications |
| :--- |
| of employees considered for promotion, provided such |
| determination shall not permit the Employer to be |

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.

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.

Regular full-time employees who have been demoted to the statue of partatime employees shall hold up 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.

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;
E. 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 All shifts over five (5) consecutive hours or more shall have a one-half ( $1 / 2$ ) hour meal break after the third (3rd) hour. Should an employee not be allowed a meal period during hie assigned hours, he shall be paid one-half (1/2) hour at punitive rates at the completion of his shift.

Truck personnel and Vault Teller shall have their lunch period paid at straight time and said time shall not be computed in the calculation of overtime.
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 route 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.
\(\left.$$
\begin{array}{ll}16.01 & \begin{array}{l}\text { All employees covered by this Agreement shall be paid not } \\
\text { less frequently than on a bi-weekly basis, all wages earned }\end{array}
$$ <br>
by such employees to a day not more than seven (7) days <br>

prior to the day of payment. Payment shall be cash or\end{array}\right]\)| cheque at the Employer's option. |
| :--- |

## ARTICLE 17

## MEDICAL EXAMINATION

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 the 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 physicially incapable or 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 sald 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 the one employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
o. 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 reclassified as a result, he will be paid at the then existing rate of his new olassiflcation. In the event that no position can be identified to accommodate the employee, he will:

1. be placed on layoff (medical leave of absence without pay):
or

- 2. qualify for participation in any of the employee benefit programs to which he is entitled to as a participating member;
or

3. qualify for Workers' Compensation if hie incapacity resulted from an on-the-job illness or injury.

## ARTICIE! 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 sate 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.

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 atop 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 thei'r job shall be furnished by the Employer and shall remain the property of the Employer at all times.

## ARTICLE 22

## SANITARY FACILITIES

22.01 The Employer agrees to maintain clean, sanltary.mashrooms 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 olosets'or lockers of a suitable size for the protection of employee's clothes and personal belongings shall also be provided. All or part of uniforms including shirts must not be worn to or from work.
22.03 The Garage and Office shall be adequately heated and ventilated.

ARTICLE 23

## SAFETY AND GEALTH

23.01 The Employer shall make reasonable provision8 for the safety and health of its employees during the houns of their employment. Sealed fire extinguishers and proper first aid kits will be assigned to each vehicle and will be checked daily by the driver who will report any broken seals.

The Company will pay for first aid training courses to all interested employees who have successfully completed said course on their own time.

ARTICLE 24

## UNION NOTICES

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

## ARTICLE 25

## NEW EQUIPMENT


#### Abstract

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

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

All regular full-time and regular part-time employees at December 31st, 1986 will be deemed members of the company pension plan.
26.02 The Company shall provide a comprehensive Health and Welfare Plan. All 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 $1 / 2 \%$ per month of regular earnings.
26.03 The Employer will provide the Medical and Hospital Services Plan €or those eligible employees who work a minimum of twenty (20) hours per week.
26.04 The Employer mill provide for regular full-time and regular part-time employees, who have completed probation, a Blue Cross Dental Plan for such eligible employees and their eligible dependents. A copy of the Plan is attached.

The Company will pay the cost of prescription eye glasses to a maximum of $\$ 100$. 00 once every 24 months.
26.05 The Employer will provide Elonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand dollars (\$100,000.00).
26.06 The Employer will. make available to eligible employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on 70\% of average weekly earnings up to $\$ 300.00$ per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short-term disability.
26.07 Short-Term Disability benefit commences on the first (1st) day of accident and the fourth (4th) day of sickness. Benefit is based on $70 \%$ of average weekly earnings up to the UIC standard for the first fifteen (15) weeks. An increase
in the maximum payment will be automatic in accordance with the UIC standard.
26.08 The Employer 411 make available to eligible employees a Personal Accident Insurance Plan for those employees who voluntarily enroll in the Plan and who continue to pay the required monthly premium. This is a separate plan.
26.09 The Employer will provide to eligible employees and their dependents a Group Life Insurance - Plan "A" to a maximum of $\$ 40,000$ based on annual base salary.
26.10 The Employer will provide to eligible employees Accidental Death or Dismemberment Insurance - Plan "A" to 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 employee8 covered by this Agreement are entitled to participate.
26.12

Employees will be entitled to six (6) days paid sick leave per contract year. Any slok days which have not been taken may be accumulate 4 or paid in cash in the month of July of each year, at the employee's discretion. All sick leave which has been accumulated as of July 1, 1989 will be paid in cash to the employee upon his leaving the Company's employ for whatever reasons. Any previously accumulated sick days will be honoured for time off sick but will not be paid upon leaving the company's employ. A copy of accumulated sick leave will be furnished to the Local Chairperson at the end of each contract year.

## ARTICLE 27

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 employess concerned.
27.02 Training During Normal Workina 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 bssis, an employe taking advantage of such training will not be compensated.

## Hand Gun Training

The Company will only pay four (4) hours tyaight time wages to all employees who are taking their qualifying gun
training, All other gun.training will be set up by the Company with no pay.

ARTICLE 28

## PRINTING OF COLLECTIVE AGREEMENTS

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 absoctes 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•yrovids 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; 4 shirts (4 long-sleeved or 4 short-sleeved); 2 ties, 1 belt and holster, winter coat (Parka).

Casual Employpes
1 cap; 1 jacket. 2 shirts, 2 pair of trousers; 1 tie; 1 belt and holster and winter coat (Parka).

## In-Plant Emoloyees

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 locksr. 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 undform shall be replaced with new issues upon return of worn out uniforms, as needed, and shall remain the property of the Employer. Items of the uniforms must be returned to the Ernployer 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 Yests

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.

Once every two years the Company will reimburse sixty dollars ( $\$ 60.00$ ) for boots to be purchased from 3 choices of boots selected by the company. A valid receipt must be produced prior to the $\$ 60.00$ being paid.

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. The Union and Company agree to comply with the Canada Labour Code.
30.02 All employees will punch in to work when they are in uniform ready for work. Employees will punch out prior to changing at the end of their shift.
30.03 Route - Lead Hand

1) Job to be offered to members by job posting (Article 14.01) whenever required.

Article 13.02 concerning promotions will be used for selection.

At the time of posting, Management shall state approximately the time involved for the position, e.g. 3 weeks, 2 months. etc.
2) The employee shall issue no discipline. It is agreed that this is not a supervisory position.
3) The employee's duties are to assume various clerical tasks of absent supervisors. In addition he would work on re-route, and help draft up work schedules and assign employees in emergencies.
Classifications July 1/89 Jan. 1/90 July 1/90 July 1/91

Armored Car

| Custodian | $\$ 13.65$ | $\$ 13.99$ | $\$ 14.69$ | $\$ 15.42$ |
| :--- | ---: | ---: | ---: | ---: |
| Driver | 12.48 | 12.79 | 13.43 | 14.10 |
| Guard | 11.98 | 12.28 | 12.89 | 13.53 |
| Lead Hand | 14.15 | 14.49 | 15.19 | 15.92 |
| Casual or Probationary | 9.52 | 9.76 | 10.25 | 10.76 |

## In Plant

| Vault Teller | $\$ 13.65$ | $\$ 13.99$ | $\$ 14.69$ | 15.42 |
| :--- | ---: | ---: | ---: | ---: |
| Coin Clerk | 9.36 | 9.59 | 10.07 | 10.57 |
| Lead Hand | 9.17 | 9.40 | 9.87 | 10.36 |
| Turret Operator | 8.54 | 8.75 | 9.19 | 9.65 |
| Money Room Clerk | 8.59 | 8.80 | 9.24 | 9.70 |
| Cash Cage Clerk | 8.59 | 8.80 | 9.24 | 9.70 |
| Casual or Probationary | 7.71 | 7.90 | 8.30 | 8.71 |

ATM Technician: Same rates as per letter of May 25, 1989 signed by Douglas McKeen until company obtains 12 to 15 machines at which time the parties will meet to negotiate a flat monthly rate per machine.

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 $16^{M}$ of $\qquad$ . 1989.


FOR:


## SENIORITY LISTING

Outaide Workers

| Name |  | $\underline{\text { Start }}$ |
| :---: | :---: | :---: |
| Saunders, R.L. | Full Time | 061978 |
| Potter, R.M. | Full Time | 042379 |
| Pittman, D.W. | Full Time | 072880 |
| Tremblay, M.R. | Full Time | 010581 |
| Chevalier, C.F. | Full Time | 042481 |
| Allaire, R.M. | Full Time | 070182 |
| Smith, B.S. | Full Time | 080684 |
| Landriault, $B$. | Full Time | 031185 |
| Toonders, J.J. | Full Time | 012086 |
| Brazeau, M.R. | Full Time | 110386 |
| Godin, G.R. | Full Time | 032188 |
| Cafferty, B. | Full Time | 091988 |
| Muise, R. K. | Full , Time | 011089 |
| Cooke, R. | Part Time | 032389 |
| Picard, J.E. | Part, Time | 082389 |

Inside Workers

St-Jean, R.B.
Fortin, M.J.
Kıncade, M.J.
Longpre, G.M.
Walker, $P$.
Jodoln, C.A.
Burden, S.M.
Berthiaume, J.L.
Hay, J.M.
Full Time
Part Time
Full Time
Part Time
Part Time
Part Time
Part Time
Part Time
Part Time
$\begin{array}{lll}10 & 02 & 81 \\ 01 & 01 & 82 \\ 07 & 01 & 82 \\ 07 & 01 & 82 \\ 01 & 20 & 86 \\ 10 & 19 & 87 \\ 12 & 06 & 88 \\ 03 & 06 & 89 \\ 04 & 23 & 89\end{array}$

