

COLLECTIVE AGREEMENT

Between

G4S CASH SOLUTIONS (CANADA) LTD



and

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



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COLLECTIVE AGREEMENT

between

G4S CASH SOLUTIONS (CANADA) LTD

(Hereinafter referred to as the "Company")

and

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

(Hereinafter referred to as the "Union")

PREAMBLE

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

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

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

ARTICLE 1: UNION RECOGNITION

- 1.01 (a) This Collective Agreement shall cover all employees of the Employer working in the greater Ottawa, Kingston, Pembroke regions, including present satellite branches recognized by the parties and future satellite branches, excluding branch manager, branch management team, administration staff, and sales staff.
- (b) If any of the Branches/Satellites covered by this collective agreement re-open for any reason, then they will fall within the scope and bargaining rights of this collective agreement and the Company shall give the Union one (1) months notice of the planned opening.
- (c) The Company will give the Union the names, addresses and telephone numbers of new employees being transferred and further agrees to allow the Union one (1) thirty (30) minute information meeting at the Branch/Satellite in the first (1st) week of operations at a mutually agreed upon time.
- 1.02 The Employer recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. Properly qualified members of the executive board of the local Union shall be recognized by the Employer in

discussing any and all matters affecting the relationship between the Employer and the employees who are members of the union and are affected by this Agreement.

- 1.03 Prohibiting work: Unless there is a specific provision as defined in article 4.05, the employer is committed not to allow any person not covered by the present accreditation to work in any function performed by the members of the union except;
- (a) for the purpose of instruction or training, or
 - (b) for emergency situations requiring immediate action which shall be subject to the grievance procedure, or
- 1.04 It will not be considered a violation to this Agreement, nor will it be reason for termination or disciplinary measures if an employee refuses to cross a legal picket line.
- 1.05 **Joint Labour/Management Consultation Meetings**
- The Employer and the Union agree to meet for the purposes of promoting cooperation between the Employer and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every two (2) months, the chair rotates, the Employer will take minutes and both parties to agree upon the minutes prior to distribution. The parties will have a mutually agreed upon agenda drafted one week before the meeting. Each party may submit issues for discussion.
- 1.06 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.
- 1.07 Any agreement reached/settlement arrived at between an employee(s) and the employer shall be forwarded to the Union in writing or by e-mail.

ARTICLE 2: UNION SECURITY AND DEDUCTION OF DUES

- 2.01 All employees coming within the scope of this Agreement shall become and remain members of the Union in good standing as a condition of employment, and will have deducted from their earnings upon entering the service of the Employer, such initiation fees as prescribed by the Union.
- 2.02 (a) The Employer agrees to deduct from the pay of each regular employee covered by this Agreement, an amount of union dues or their equivalent as specified by the Financial Secretary of the local Union in line with constitutional requirements of the National Union and forward the full amount so deducted to him/her or such

other person as may be officially designated. Said deductions are to be made from the last pay in each and every month. Deductions so made will be forwarded to the Financial Secretary of the Union or such person as that official may designate. The monthly dues remittances shall be accompanied by a list of employees on the payroll for the pay period in which the deductions were made.

- (b) The Employer shall show the total amount of Local Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.

2.03 The Employer agrees to deduct Union dues from all employees covered by this agreement in accordance with the Constitution of the Union. As new employees are hired the Employer shall, within three (3) weeks provide the name, address, phone number and status of the new employee(s) to the Local Union Financial Secretary.

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

ARTICLE 3: DEFINITIONS

3.01 (a) **Employee**

Any person performing work in any classification covered by of this agreement.

(b) **Eligible Employee**

Those employees who are classified as regular full-time or regular part-time.

3.02 **New Classifications**

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

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

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

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

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

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

(c) **Casual Employees**

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

3.04 **Use of Casual Help**

(a) **The Employer agrees that the use of casual employees will not lessen or reduce the number of eligible employees in the bargaining unit.** Its purpose is to allow the Company the flexibility necessary to perform relief work and work which it is not feasible to schedule for regular assignment.

(b) (i) Any casual employees will be paid at ninety percent (90%) of the regular wage rate for the classification they are working in.

(ii) All employees already employed prior to ratification of this agreement shall be paid the red circled rate.

(iii) For red circled employees, all casual work performed as a Custodian, Night Deposit Clerk 1 or 2, or Vault Teller (after completion of training), will be paid at the regular hourly rate of \$20.33 per hour until such time that ninety percent (90%) of the current wage rate surpasses that amount. Once this occurs, Article 3.04 (b)(ii)(iii) will no longer be considered valid.

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

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

(e) The parties agree that casual employees will be required to work at least four (4) shifts per month..

(f) Any exceptions to this must be agreed to by the Employer and the Union or be an approved leave of absence under Article 12.

(g) Where possible, casual employees who wish to make the Employer their primary place of employment or have been demoted from eligible employee status, shall hold seniority on the casual seniority list and have first call to assignments with greater earning opportunities, may be assigned up to forty (40) hours if available, by seniority, and shall be first in line for promotion to eligible status.

- (h) Eligible employees who have been given notice of layoff will have the option of taking a voluntary layoff or going onto the casual list. However, eligible employees who have chosen a voluntary layoff will not be subject to 3.04 (e) unless they request to be in writing.
- (i) The Employer agrees that the use of casual employees will not lessen or reduce the number of eligible employees in the bargaining unit.
- (j) The sole purpose of casual employee use is to allow the necessary flexibility to perform relief work which is not feasible to schedule for regular assignments.

3.05 **Probationary Period**

Notwithstanding anything in this Agreement, any employee shall be on probation for a period of sixty (60) days worked. During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reasons which is determined as being sufficient cause and may be subject to the Grievance Procedure.

3.06 **Mutually Arranged**

Is an agreement between the Branch Manager and the **Unit Chairperson or designate** of the Union, in writing.

3.07 **Union Committee**

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

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

Mandated by the Canada Labour Code, Part II

3.09 **Safety Representative**

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

3.10 **Days**

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

3.11 **Qualifications**

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

3.12 **Emergency**

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

3.13 **Union Business**

Union business refers to internal union matters.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the Employer's right and exclusive function to manage and generally direct and operate its business activities to include:
- (a) The right to hire, promote, classify, layoff, reclassify, suspend, discharge or otherwise discipline employees for just cause.
 - (b) The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
 - (c) The right to utilize and/or hire part-time employees during peak work periods, emergencies or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
 - (d) The right to reduce overtime hours wherever and whenever possible.
 - (e) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- 4.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The Employer hereby reserves the rights and privileges not specifically modified by this Agreement.
- 4.03 Nothing herein contained shall be construed to prevent management, sales or office employees from performing bargaining unit work, in cases of emergency when no bargaining unit employees are available to perform such work, when testing equipment or when repairing or transporting equipment.

ARTICLE 5: UNION REPRESENTATION

- 5.01 (a) Employees shall be represented by a Grievance Committee which shall consist of employees elected at each centre of operation of the Employer. The **Unit Chairperson** on this Committee shall act as the liaison between the employees and the Employer. The committee and/or **the Unit Chairperson** may at any time call upon the services of a national representative of the Union to assist them. The Employer shall designate an individual representative to act in liaison between the **Unit Chairperson** and the Employer.
- (b) The Grievance Committee shall consist of three (3) members chosen by the Union. The Union shall notify the Employer of the names of the Committee Members.

(c) **The Union may elect or appoint four (4) stewards and two (2) alternate stewards, from all divisions or centres of operations. The Union will inform the Employer, in writing, of the names.**

5.02 The Employer shall not discriminate against any of the employees who are **Union Committee members** who, from time to time, represent other employees.

5.03 The Union shall promptly notify the Employer in writing of the names of the employees comprising the Grievance Committee and of any changes in the personnel thereof. The Employer shall inform the Union in writing, of the supervisors with who said Grievance Committee shall deal and any changes of personnel thereof.

5.04 The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement. National Representatives of the Union shall have access to the Employer's non secure premises subject to Company policies and procedures during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.

5.05 Members of the **Union Committee** shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours . Such time spent in handling grievances during the union representatives regular working hours shall be considered working hours in computing overtime if within the regular schedule to the union representative.

All time spent by union representatives working in the administration and application of this agreement will be paid at their regular hourly rate.

5.06 Members of the Union Bargaining Committee will be entitled to leave their work during working hours in order to attend negotiation meetings with the Company and conciliation as a result of collective agreement negotiation.

Members of the Union Bargaining Committee shall not suffer a loss of regular pay or benefits as a result of attending to negotiation duties herein. If a Bargaining Committee Member is not working on a shift at the time of such meeting, but attends the meeting, he shall be remunerated at his basic hourly rate, however those hours will not be considered as hours worked for the purpose of overtime calculations.

5.07 **Union Leave**

If the National Union asks, the employer will allow a union representative a leave of absence without pay for part or full duration of the agreement so that he may work for the Union. He will maintain and accumulate his seniority during the entire period of his union assignment. The union will pay his regular full salary at regular wages.

5.08 In case of lay off, the **Unit** Chairperson is reputed to be the one with the most seniority. To this effect, when there is a lay off, the Local Union President / Chairperson will be the last employee to be laid off. This will also apply to the Local Vice-President in Kingston, except if the person prefers the lay-off.

5.09 **Leave of absence for Union business**

- (a) The company shall allow time off work with pay and bill the Local within one (1) month, to any employee(s) who is serving as a union delegate to any conference, function(s) or meeting(s) with or without the national representative and will give written notice of at least seven (7) working days in advance to the Company. In any situation where it is not possible to provide seven (7) working days notice the National Representative will make the request for the leave with the Branch Manager directly.
- (b) **When a union representative is authorized to miss shifts to work on behalf of the union, the representative will receive his usual pay from the company. The company will invoice the local union once per month to get reimbursed for such payments. The salary continuance referred to above shall also apply to conferences, P.E.L. and approved Union leaves of absence.**

ARTICLE 6: GRIEVANCE PROCEDURE

6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible. It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

6.02 (a) Any complaint, disagreement or difference of opinion between the Employer and the members of the executive board of the local union or the employees covered by this Agreement which concerns the application, administration or interpretation of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this Agreement.

(b) The Union and the Employer may submit a Policy Grievance starting at Step 2.

6.03 Any grievance which is not presented within seven (7) calendar days (excluding statutory holidays) following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties.

Step 1: The Grievance/Complaint

An employee having a complaint should first take the matter up verbally with his or her immediate supervisor. They shall make every effort to resolve the complaint/grievance. If the employee is not satisfied with the resolution, he/she may proceed to Step 2.

Step 2: The Written Grievance and Response

Failing resolution of the grievance or complaint at the first step the employee and/or their representative shall submit their formal grievance in writing to their manager within seven (7) **working** days of the employee's knowledge of the event giving rise to the grievance. The respective manager shall meet with the grievor and/or the union representative (during his working hours or within thirty (30) minutes of his start **or** end time of their shift) and respond in writing within seven (7) working days. If the Union is not satisfied with the response, the grievance may proceed to Step 3.

Step 3: Appeal Hearing

- (a) Failing settlement under Step two (2), within twenty one (21) **calendar** days the matter will be taken up by a Board consisting of three (3) members of the Grievance Committee along with the National Representative of their designate along with the Employer's designate, which may include, Branch Manager, Human Resources Representative **and/or** Regional Vice President of Operations. The board may resolve the grievance by agreement, and this agreement shall be final and binding. If the grievance is not resolved, it may proceed to Step 4.
- (b) The Employer will respond in writing if the grievance(s) are not resolved within fourteen (14) calendar days to the Grievance Committee.

Step 4: Mediation/Arbitration

For the term of this Agreement, the parties agree to the following expedited arbitration procedure.

1. The Parties shall determine by mutual agreement those grievances suitable for mediation/arbitration.
2. The expedited arbitrators, will act as sole arbitrator.
3. The location of the hearings shall be agreed to by the Parties.
4. Lawyers will not be used to represent either party, unless otherwise agreed.
5. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
6. The hearings will be governed by the following guidelines which can be amended by agreement between the Parties at any time:
 - (a) A brief of pertinent documents will be jointly presented to the arbitrator.

- (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed to facts will be jointly presented to the arbitrator.
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available. The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (e) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (f) Witnesses will only be used to enter, evidence relative to facts in dispute or for expert explanations.
 - (g) Arguments will be presented only to the point in issue.
7. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
8. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator and forwarded to the Parties within ten (10) working days of the hearing.
9. All decision are limited in application to that particular dispute and are binding on the parties, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
10. The Parties shall equally share the fees and expenses of the arbitrator.
11. The arbitrator shall have the power and authority to conclusively settle the dispute and the arbitrators decision shall be binding on both parties. The arbitrator shall not have the power to change, alter, modify or amend any provisions of the collective agreement.
- 6.05 The time limitations prescribed in this Article may be extended in writing, but only by mutual consent of the parties. Any party to this Agreement who violates the time periods provided herein, or fails to request a written extension, will be recognized as having yielded and must concede the case to the other party. All grievance responses, or referrals and disciplinary notices will be delivered by hand to representatives of the parties. Where this is not possible, notification will be provided.
- 6.06 A grievance concerning the dismissal of an employee may be progressed commencing with Step 3 of the grievance procedure within twenty-one (21) days (excluding holidays) of the date the employee is dismissed.
- 6.07 No employee shall be required to attend any disciplinary meeting or interview without the presence of a member of the Grievance Committee.

6.08 Any employee shall be allowed to inspect their own personal file during regular office hours upon providing at least twenty-four (24) hours notice. The union executive board acting on behalf of the union with the written permission of the employee shall also be allowed to inspect the personal file of the employee. All review of a personnel file will be done in the presence of a Manager or their delegate.

6.09 **Written Reprimands/Notice of Suspension**

- (a) If an adverse statement, warning, or reprimand, **or suspension**, etc., is to be put into an employee's personnel file, it shall be done within ten (10) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be null and void. After one (1) year from the date of occurrence such adverse statement, warnings, reprimands, **suspensions** etc., shall not be used against the employee and shall be removed from their file, providing there has not been a reoccurrence of the same offence during that year.
- (b) It is the intent of both parties to use the discipline procedure to correct and assist employees.

6.10 Should an employee be exonerated prior to arbitration, they shall be paid for any lost wages, benefits and expenses. At Arbitration the arbitrator will so decide the penalty.

6.11 **Impartial Hearings**

The following special procedures shall be applicable to an employee subject to a suspension or discharge:

An employee subject to possible suspension or discharge shall be informed of same as soon as the offence becomes known to management and shall receive an impartial hearing within ten (10) days of management's knowledge of the offence. They may be held out of service for investigative purposes with pay as required. The employee and their representative shall be given a complete outline of the charges against them at least twenty-four (24) hours prior to the hearing, unless otherwise mutually agreed to in writing. Should the employee be absent or not scheduled to work, and cannot be given a complete outline of the charges against him/her at least twenty-four (24) hours in advance, i.e., cannot be reached, then notice to the Local Chairperson or his representative shall suffice.

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

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

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

6.13 **Employees Rule Book**

The Employees Rule Book is made available to all employees in order that they become familiar with same. It is the intention that all procedures are known by each and every employee and strictly adhered to. Any employee not adhering to these regulations will be subject to disciplinary action. If there are any changes in the G4S Handbook, seven (7) days notice shall be given to the Executive Board of the Union prior to affecting the changes. The changes shall not conflict with the terms and conditions of the Collective Agreement.

ARTICLE 7: ARBITRATION

7.01 Failing a satisfactory settlement of a grievance at Article 6 of the grievance procedures, either party may request that the matter be referred to an arbitrator. Such notification must be made in writing.

7.02 The arbitrator shall be selected in rotation from the following panel commencing with the first named persons:

Ms. Maureen Saltman

Mr. Gordon Simmons

Mr. Randy Levinson

Mr. Brian Keller

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

7.03 Failing agreement on the selection of an Arbitrator within seven (7) days, the matter shall be referred to the Canada Industrial Relations Board who shall appoint the Arbitrator.

7.04 No person involved directly in the controversy under consideration shall be an Arbitrator.

7.05 (a) The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved.

(b) In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

- (c) The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. However, the Board of Arbitration may rule to overturn imposed discipline.

7.06 The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

7.07 The expense of the Arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 8: SCHEDULE OF HOURS AND OVERTIME

- 8.01 (a) The guaranteed scheduled work week for regular full-time employees shall consist of forty (40) hours per week, and thirty (30) hours per week for regular part time, (this shall not apply to those employees on a bid bi-weekly schedule - example turret who shall work an average of at least forty(40) hours per week) with two (2), three (3) or four (4) rest days, of which at least two (2) shall be consecutive. The work week will be Monday (00:00) through to Sunday (24:00). Preferred rest days are Saturday and Sunday, then Sunday and Monday.
- (b) Employees on a bi-weekly schedule shall work a maximum of forty-four (44) hours per week and a minimum of thirty-six (36) hours per week. The bi-weekly bid shall not exceed eighty (80) hours and should be guaranteed eighty (80) hours bi-weekly. All hours worked in excess of the scheduled hours for the day/ week shall be paid at the applicable overtime rate.
- (c) (i) Eligible regular part-time employees shall be scheduled on shifts of 8, 10, 12 or 13 hours in length whenever possible with a minimum of six (6) hours, unless mutually agreed.
- (ii) All regular shifts will clearly specify start and end times.
- (d) The Employer agrees that scheduled shifts will not exceed the maximum allowable under federal law. Also the duration of consecutive shifts will not vary more than four (4) hours in overall length from day to day.

(e) **Scheduling of Regular Part-Time Employees**

By 16:00 hours on **Monday** of each week, every part-time employee must complete the posted availability list for the following schedule.

Notwithstanding management rights, part-time employees' hours will be topped up. Regardless of their seniority list based upon the employees' qualifications, training and their availability as follows:

1. Each part-time employee will be scheduled for work as per his/her bidded position.

2. Any hours available on the schedule will be assigned to the part-time employees as complete shifts in order of seniority up to forty (40) hours of work.
3. After the schedule has been posted, any available hours will be assigned as above prior to scheduling any casual employees.

(f) **Scheduling of Casual Employees**

By 16:00 hours on **Monday** of each week, every casual employee must complete the posted availability list for the following schedule.

Casual employees will be scheduled based upon the employees' qualifications, training and their availability as follows:

1. In order of seniority, each casual employee will be scheduled up to thirty (30) hours of work until all of the hours are scheduled.
2. If there are still hours available on the schedule, in order of seniority each casual employee will be topped up to forty (40) hours of work.
3. After the schedule has been posted, any hours that come available will be assigned in order of seniority up to forty (40) hours of work.

(g) All regular shifts will clearly specify start and end times.

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

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

8.03 (a) Each period of four (4) consecutive hours of work will include a fifteen (15) minute paid break.

- (b) In addition, all shifts of five (5) consecutive hours of work or more shall include thirty (30) minute paid meal break.

- (c) (i) Breaks shall be made without deviation from the approved route of the crew. Every effort shall be made by the employee to avoid taking such stops when high liabilities are on board the armoured vehicle and at times when the making of such stops will interfere with the Employer's obligations to the customer.
 - (ii) Routes that carry more than the regular CIT amounts will be designated by the Employer as high-liability shuttle runs. Crews bidding onto or bidding these runs do so with the understanding that if they wish to exercise their right to have a break or meal; the Employer will specify where and when the breaks and/or meals will be taken.
 - (d) All crew members (ABM or CIT) must take their breaks at the same time.
 - (e) Employees choosing to work through their break or lunch will be paid at a straight time rate.
 - (f) If an employee agrees to a management request not to exercise his/her right to have a break or meal time shall be considered overtime.
 - (g) Employees will not be forced to take a break or meal period in the first two (2) hours or the final two (2) hours of their shift.
 - (h) Implant employees are entitled to an unpaid thirty (30) minute lunch break that will be taken between their fourth (4th) and sixth (6th) hour.
- 8.04 (a) (i) Scheduled overtime shall be voluntary and assigned in order of seniority by department, provided the individual has the qualifications and is available to perform the work. The overtime availability list will be posted with the schedule each week. Employees wishing to work overtime will sign the departmental overtime sign-up list once each week, no later than after 1600 on **Monday**. Employees wishing to work overtime, but who have signed the overtime sign up sheet after 1600 on **Monday** of each week for the proceeding week, will be given consideration for any available overtime shift once the list of employees who have submitted availability by the deadline have been exhausted..
- (ii) Employees' indicating availability will be called in order of their seniority on the respective seniority list, and given a preference of open shifts.
 - (iii) **Once accepted, employees are obligated to perform the overtime work.**
- (b) Emergency call in overtime will be dependant on the weekly sign-up list. Once the list has been removed for scheduling purposes, no one may remove their name from the said list except for unforeseen circumstances with the burden of proof being on the employee. Failure to sign the list means that the employee is not available for overtime and therefore will not be called. If the original sign up sheet is exhausted, overtime will then be assigned in reverse order to the employee having the least seniority of the respective seniority list. When there are multiple

shifts open during emergency call-in, the employee will be given the preference on the open shift at the time of the call.

- 8.05 (a) For casual employees, the availability sign up sheets will be posted a minimum of two (2) weeks prior to the schedule taking effect. They will remain posted for a minimum of one (1) week. At this time, overtime availability sign up sheets will also be posted.
- (b) Subject to the seniority provisions above, a weekly schedule of work showing the days of work, days off, starting times and run assignments for all employees will be posted by **Wednesday** of the preceding week, except when a holiday occurs during such week, in which case the schedule shall be posted by 3:00 p.m. on **Thursday**. Once posted, the schedule shall remain posted for the entire week.
- (c) The members of the union executive shall be given access to all schedules and availability sheets upon request. A copy of the final master schedule will be given to the Local Union President or Vice President as the case may be.

8.06 There must be a minimum of nine (9) consecutive hours of rest between scheduled shifts.

8.07 Overtime Before Vacations

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

- 8.08 (a) Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary to complete the originally assigned run. In the case of an emergency, should employees be requested to perform work in addition to their normal assigned work, and the expected time required to perform this work means that they will therefore be required to work two (2) hours or more beyond their scheduled finish time then this work will be assigned by mutual agreement.
- (b) If runs shall be unusually late coming in due to breakdowns, or emergencies to the point that they can not meet the Employer's ongoing commitment to the customer, a crew or another run may be assigned to extend it's run and make such pick-up or perform such other duties of the late run in order to meet the obligation of the Employer.
- (c) Employees shall punch in to work when they are in uniform and ready for work and punch out prior to changing at the end of their shift.

(d) **Meetings**

An employee who is required to attend any meeting on the Employer's business; not to include disciplinary meetings except if the employee is exonerated, shall be paid two (2) hours or actual time involved, whichever is greater at their regular

rate of pay for such meetings occurring more than one (1) continuous hour outside their regular shift.

- (i) The Employer and Union agree that run audits will be conducted at least once every six (6) months or on written request of the Union if there has been a significant change in work volumes. This audit committee will be comprised of an equal number of representatives from the Union executive and Branch Management, whose purpose will be to ensure the continuity and acceptability of the proposed bid. The ultimate decision on the bid makeup will be with the Branch Manager, disagreements will be subject to the grievance procedure starting at Step 3.
- (ii) After a written request by the Union, the audit will be completed within ten (10) days of the request. Any audit will be done with the assigned crew on the bid and the written results will be given to the Union within 72 hours.

8.09 (a) **Bid Procedure**

1. Bid assignments will start in March and September of each year.
2. All eligible employees shall bid for, by seniority, and then be assigned to blocks of shifts on their respective seniority lists, as created by the employer (subject to the audit review procedure as outlined in 8.01(e), under the terms and conditions hereinafter set forth.)
3. A minimum of fourteen (14) days in advance of bidding, the Employer will post details of available bid routes and shift times.
4. At least seven (7) days prior to bidding, a list must be posted assigning all eligible employees to a designated time to bid. The Employer will also post the phone number to call for bidding.
5. All eligible employees will be required to submit a list of assignment preferences to the Employer in writing, prior to the commencement of the bid.
6. All eligible employees may appoint a proxy to bid for them. They must inform the Employer in writing of their proxy prior to the bid.
7. Bids will occur between 1200 hours and 2000 hours or at a mutually agreed time set to ensure minimal sleep disruption for all eligible employees. Starting at their assigned time, each eligible employee will have ten (10) minutes to choose their preferred bid. They must have the qualifications required for the new position.
8. Should an eligible employee miss their assigned bid time they will be assigned to a bid using their stated written preferences, by the bid controller. If no position indicated is available, they will be deemed to have decided to remain in their current bid position. If their current position is no longer available, the eligible employee will be assigned to a bid when they make contact with the bid controller or after all other eligible employees have bid.

9. Any eligible employee who at the time of the bid is on leave for any reason and the expected date of return to work exceeds six (6) months from the date of the bid shall not have the right to bid until the next bid period. Should the eligible employee return to work prior to the next bid, they will bump the most junior eligible employee for the remainder of that bid. The junior eligible employee will return to casual status, if a Full-Time or Part-Time position is not available.
10. Whenever an eligible employee is absent from work for a period greater than fourteen (14) days, it will be the employee's sole responsibility to leave a contact telephone number with the Employer or make contact with a manager every fourteen (14) days to ensure that no bid process has been initiated during his/her absence.
11. When an eligible employee wishes not to accept an available bid position, then they will be demoted to their original casual date of hire.

(b) **Mini Bid Procedure**

When any eligible employee loses their bid position due to a curtailment of work or, is bumped by another eligible employee returning to work, the following mini-bid process will apply:

- (i) As soon as the employer becomes aware of a curtailment of work or pending bump, they will initiate a bid immediately and will post a complete call-in list starting with the most senior applicant or affected eligible employee.
- (ii) Bid timelines must be adhered to. If there is not sufficient notice of the curtailment of work or bump, then the following will occur.
- (iii) Eligible employees losing their position due to a curtailment of work will act as if on a full time vacation relief assignment for the time needed to have a bid occur. Their hours of work and pay rate must remain in place until reassigned by the bid.

(c) **Work Schedules**

1. Work Schedules will consist of shifts selected by the employee.
2. All bids will be made full-time wherever possible.
3. When no more full-time bids are possible, part-time bids will occur wherever possible.
4. Run integrity must be maintained.
5. Employees may transfer out of bid positions by job posting only. All bids junior to that employee shall then be given the option to the available position and so forth for the remaining available vacancies.
6. If there is a major change in volume of work, a change of more than one hour to the start time of each route, hours of work, or route assignments, new bids must occur.

7. No split shifts will be created without mutual consent.

(d) **Other Conditions**

1. **Revision of Runs**

In order to meet the needs of customers and improve the efficiency of the operation, reasonable changes to bids may occur from time to time by adding or removing stops, changing start times, or revising, merging, eliminating, or adding runs. All work assigned must be completed.

2. **Special Assignments and Pilot Programs**

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

3. **Lead Hand**

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

- (i) Lead hand position is to be offered in accordance with the bidding procedures.
- (ii) The Lead Hand shall issue no discipline. It is agreed that this is not a management position.
- (iii) Lead Hand duties are to assume various clerical tasks of absent supervisors, work on re-routing, help draft up work schedules and, assign employees in emergencies.
- (iv) Lead Hand may be asked to provide training to other employees.

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

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

6. **Runs Mergers**

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

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

The Employer may refuse assignment to a run which an employee has bid, for just cause and once having assigned an employee to a run, may remove such employee for just cause. The refusal or removal shall be subject to the grievance procedure. Should an employee request to be

removed from his bid run for bona fide reasons, he shall return to casual status.

8. Meal Allowance

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

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

8.10 Bump and pool process

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

ARTICLE 9: HOLIDAYS

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

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

The floater day must be used within the calendar year and will be selected by the employee subject to 9.07(d).

9.02 (a) An eligible employee will be entitled to pay for the above noted holidays though no work is performed, providing the employee works on the regular scheduled work days first preceding and following such holidays. The Employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.

Employees on vacation will be called, by seniority, and offered overtime as per Article 8.04 on statutory holidays in 9.01.

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

(c) To meet customer needs, the holiday will be designated for all overnight shifts as the day before or after the holiday. The employer will notify employees in advance of the statutory holiday of which shift will be the statutory holiday.

- 9.03 Holiday pay will be computed by multiplying the employee's basic straight time hourly rate of pay by the number of hours in the employee's regularly scheduled work day.
- 9.04 It is understood that the normal day's pay will be based on the rate for the position which he/she would have been filling if he/she was working on that day.
- 9.05 If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, they will be paid at their regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 1/2) for the day worked in addition to the holiday pay. This article shall not apply to the shifts that cross over midnight in Article 9.02 (c) above.
- 9.06 In the event a Statutory (General) Holiday is proclaimed by the Federal or Ontario Government, such holiday shall also be observed if not already listed in the above holidays.
- 9.07 **Time Bank**
- (a) Eligible employees who work on a statutory holiday may choose to bank that day to be taken at a later date, within one (1) year.
 - (b) Pay for time bank days used, will be based on the rate of pay applicable on the day it was banked, not the day it is taken.
 - (c) Banked time will be limited to a maximum of five (5) days / forty (40) hours.
 - (d) Two (2) weeks notice is required to use a time banked day and is subject to the maximum employees away on vacation as per Article 10. Two (2) additional employees will be allowed to take banked days, over and above those employees already on vacation, except for the restrictions in Article 10.01 (e) for the Christmas vacation period.

ARTICLE 10: ANNUAL VACATION

- 10.01 Thirty (30) days prior to holding a vacation bid the Employer will post notice of same along with a list of employee vacation entitlements.
- (a) In December of each year, the Employer shall hold a vacation bid. In order of seniority for their respective seniority list, employees will indicate their preferred vacation weeks for the following year in accordance with their entitlement. Eligible hire date will be used for vacation bids.
 - (b) If an employee fails to indicate their full number of weeks for which they are entitled they will be subject to article 10.01(f).
 - (c) **All employees will be required to bid for the next calendar year's vacation entitlement by seniority during the first week of December. They must select at least two (2) weeks of vacation. The balance of their vacation**

entitlement if any will be granted on a first come, first served basis depending on the availability of vacation bids.

Except when taking vacation is impossible due to sickness or injury, all current year's entitlement must be used. Any employee with un-bid vacation entitlement as of July 1st will be assigned the remaining vacation periods by management.

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

Any request by an employee to cancel or payout vacation must be submitted in writing to the Company, with a copy sent to the union, a minimum of two weeks prior to commencement.

- (d) Between July 1st and August 31st, vacations will be limited to two (2) weeks for any employee but may be taken in conjunction with the week(s) immediately before or after these dates. During this period, 10% of eligible employees will be allowed vacations. This may be increased by mutual agreement. Only one vault employee will be permitted vacation at any one time.
- (e) Only four (4) route employees (armoured - ABM) and two (2) In-plant employee will be permitted vacation during the period five (5) days prior to Christmas and five (5) days following Christmas, unless mutually agreed upon to allow more.
- (f) Should an employee miss their assigned bid time they will have the opportunity to bid based on what is still available when they make contact with the bid controller.
- (g) After all eligible employees have bid vacations will be granted on a first come first served basis, based upon availability.

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

Note: Numbers will be rounded up to the nearest whole number.

10.02 (a) Vacations - Service Requirements and Entitlement:

Service requirement in Years	Entitlement Weeks	Hours of Pay	% of Earnings
One (1) year	Two (2)	80	4%
Three (3) years	Three (3)	120	6%
Ten (10) years	Four (4)	160	8%
Sixteen (16) years	Five (5)	200	10%

Twenty-five (25) years Six (6) weeks 240 12%

(b) **Applications**

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

- (c) It is understood that during peak vacation periods the Employer will make every effort to maintain up to ten percent (10%) of eligible employees working as a vacation relief which will be in direct proportion to the number of eligible employees on vacation.

These relief positions will be posted as per Article 14.

- 10.03 For the purpose of determining an anniversary year of employment to qualify an eligible employee for vacation and vacation pay, the parties agree that when an eligible employee has worked a minimum of twelve hundred (1200) hours in the employee's anniversary year, the employee shall be eligible for vacation as set forth above.
- 10.04 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- 10.05 In the event of an eligible employee leaving the employ of the Employer after he/she had his/her vacation he earned for the previous anniversary year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), as the case may be, of his/her pay for anniversary year in which he/she ends his/her employment for which no vacation has been paid.
- 10.06 Prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay and how the vacation was calculated (i.e., on a percentage or weekly guarantee). A separate payroll will be made up for payment of vacation benefits.
- 10.07 Eligible employees who shall have worked less than twelve hundred (1200) hours in their last anniversary year, will be allowed the appropriate percentage of their vacation time, and of their gross pay; that is 4%, 6%, 8%, or 10%, based on their length of service (and be allowed appropriate time off if he/ she so chooses), earned during their last completed anniversary year.
- 10.08 (a) **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.**
- (b) **All full-time employees with five (5) years of service or more shall be able to**

schedule, from their annual vacation allotment, up to five (5) single vacation days, except during the July-August period or from December 15th to 31st. For scheduling purposes, these days must be declared at the time all annual vacations are selected and must be requested in writing no later than ten (10) days prior to when they are to be scheduled. If single days remain at year end, they will be paid out by December 15th.

- (c) Full weeks of vacation will be granted ahead of single days.**
- (d) Single day vacations will only be granted after all employees have had the opportunity to bid as per 10.01 (a).**
- (e) The single days vacation shall be subject to Article 10.01 (g).**

10.09 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform a member of management and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be re-scheduled as may be mutually agreed between the Branch Manager and the employee.

10.10 An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall at the option of that employee, have the right to have such vacation carried to the following year. Weeks carried over may only be bid on a first come, first served basis based on the availability of vacation bids and provided employees have bid on their entitlements under 10.01(c) above. Employees bidding on the current years entitlement will be given preference in the event of any conflict in scheduling. Under any circumstances vacation entitlement will only be carried forward for one vacation year.

10.11 **Vacation**

For the purpose of determining an anniversary / hire date of employment for vacation purposes, the following shall apply:

- (a) All employees hired as FT or PT prior to the date of this agreement and all employees subsequently hired as FT or PT in the period from January 1st to June 30th, shall be deemed to have commenced employment, for vacation purposes only, on December 31st of the calendar year prior to the initial calendar year of FT or PT employment.
- (b) All employees hired as FT or PT in the period of July 1st to December 31st and each year thereafter shall be deemed to have commenced employment, for vacation purposes only, on December 31st of their initial year of FT or PT employment.
- (c) Casual employees shall receive vacation and vacation pay in accordance with the minimum requirements of the Federal Labour Standards. Casuals shall receive their vacation pay on their bi-weekly pay.

- (d) Vacation entitlement over and above the minimum requirements of the Canada Labour Code shall be based on the FT or PT employee's seniority date.
 - (e) Subject to article 10.10 any unused vacation days, time banked days unused, or floaters (unused), will be paid out each January in the first full pay period.
- 10.12 In the event of a death of an employee, then all remaining vacation pay accrued shall be forwarded to the estate, spouse, children or partner.

ARTICLE 11: CONTRACTING OUT

- 11.01 Work traditionally or presently performed by employees covered by this Agreement shall not be performed by outside contractors if the Company has the manpower, skills, equipment and facilities to do the work:
- (a) Sufficient qualified employees, whether working or on layoff are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient.
 - (b) No bargaining unit employee(s) with the present skills and ability shall be laid off or prevented from recall while work belonging to the Company is being performed by outside contractors providing such work can be performed by such employees.
 - (c) An emergency or an exceptional volume of work exists which is beyond the Employer's resources for the available period of time, for which situation the Employer cannot be held responsible, and provided the Employer has taken normal precautions to maintain its equipment.
- 11.02 The employer further undertakes not to contract out any work which can be more efficiently and more economically performed by its own employees, equipment and expertise.
- 11.03 In all cases, contracting out of work shall not result in reduction of rates of pay, nor cause layoff, maintain a layoff or reduce the working hours of employees.
- 11.04 Where the Employer establishes the need to contract work, the Manager shall give the local president as much prior notice as possible, but not less than one (1) month notification, subject to a confidentiality clause if required, setting out the nature of the work and the reason for going to an outside contractor. Any grievance arising under this article may be commenced at Step 3 of the grievance procedure.

The Employer agrees to meet the Committee, National Representative, Local President to have meaningful discussion on ways to lessen the impact, offer solutions and any means of avoiding the contracting out of work.

ARTICLE 12: LEAVES OF ABSENCE

- 12.01 **Maintaining Seniority**

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

12.02 **Leave of Absence**

If an employee desires a leave of absence for reasons other than those referred to below, he/ she must obtain permission in writing, for the same from the employer. Copies of any leaves granted will be immediately given to the union. However, no legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation, then it must be in accordance with Article 10.01. Such absence will not exceed one (1) calendar year except by mutual consent of the parties. A leave of absence may only be taken for the expressed purpose for which it is granted and no leave of absence will be approved in the case where an employee is seeking employment elsewhere.

12.03 **Medical Leave**

- (a) When an employee suffers an injury or illness, whether on the job or not, preventing him from reporting to work, he will automatically be granted leave of absence. Any reports or medical assessments required in this article will be paid for by the Employer.

(b) **Reporting to Employer**

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

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

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

(d) **Employee Notification of Change of Address**

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

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

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

(f) **Medical Authorization**

The employee is subject to his/her doctor stating said employee can return to work. The Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer, and subject to Article Sixteen (16).

12.04 **Parental Leave**

Parental leave will be as set out in the Canada Labour Code Part III.

12.05 **Return from Leave**

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

12.06 **Funeral Leave**

- (a) If an eligible employee suffers a death in the immediate family such employee, upon request, will be granted such time off with pay as is necessary to make arrangements for the funeral and to attend.
- (b) Such time off shall be five (5) of the employees scheduled work days for, mother, father, step-mother, step-father, spouse including same sex partner, and children including step-children.
- (c) Such time off shall be three (3) of the employees scheduled work days for, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and any relative permanently residing in the employee's household or with whom the employee resides.
- (d) If any further leave is requested then that leave will be without pay.

12.07 **Jury Duty or Subpoenaed Witness**

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

12.08 **Birth**

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

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

ARTICLE 13: SENIORITY

13.01 **Lists**

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

- (b) The Employer and the Union shall, immediately, and every six (6) months thereafter, review seniority lists setting out the name, classification and seniority date of all employees. Employees shall be placed on the appropriate list immediately upon taking a position covered by this Agreement.
- (c) Casuals will only have seniority within their own list for assignment and promotion purposes only and it will commence with the first shift worked.
- (d) Eligible employees will hold seniority over casual employees.

13.02 Transfers:

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

13.03 Promotions:

- (a) Promotions or transfer for all classifications shall be subject to the job posting and bid procedures and shall be made in accordance with list seniority, provided the employee possesses the necessary qualifications for the new classification.
- (b) Upon promotion to eligible status, seniority will commence from the date of promotion.

- 13.04 (a) An employee, who is assigned to a position by posting, will receive a full explanation of the duties and any necessary training and must demonstrate their ability to perform the work within a reasonable period up to ninety (90) days worked, the length of time is dependent upon the character of the work. In any event, such period will not be less than five (5) days worked. Any extension of time beyond ninety (90) days worked shall be locally arranged.
- (b) Failing to demonstrate his/her ability to do the work he shall be returned to his/her former position subject to Article 8.10 of the bid procedure.
- (c) When an employee who has been assigned to a position by posting fails to demonstrate his/her ability to perform the work, the position will be re-posted.

- 13.05 Any employee who has been promoted to a position outside the bargaining unit may be returned to the bargaining unit or may elect to return to the bargaining unit within ninety (90) days of the promotion date, and will bump the junior employee on the seniority list for the remainder of the bid. During this period the employee will forfeit all bidding rights and will not be eligible for any unionized job

postings. Protection of seniority for an employee promoted outside of his/her bargaining unit shall apply only once during the term of this Agreement to any individual employee. No employee shall be entitled to protection from this clause within the ninety (90) days prior to the expiry of this agreement if he has been promoted to a position outside the bargaining unit 90 days after ratification.

13.06 **Requested Lay-off**

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

13.07 **Lay-off**

The demotion or layoff and recall of employees due to reduced work requirements will be based on seniority; that is, the last hired will be the first laid off and the last laid off will be the first recalled. This is based on eligible company seniority for each branch.

13.08 Eligible employees who have been demoted to the status of casual employees shall hold up seniority among employees on the casual seniority list, shall have first call to assignments with greater earning opportunities, shall be assigned up to forty (40) hours if available after part time employees have been topped up to forty (40) hours and shall be the first in line for promotion to eligible status.

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

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

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

13.11 **Loss of Seniority**

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

- (a) He/she is discharged for cause **and not reinstated through the grievance and/or arbitration procedure;**
- (b) He/she voluntarily leaves the employ of the Employer; or
- (c) He/she fails to report to work after a layoff, within five (5) working days after being notified by registered mail; or
- (d) He/she fails to report to work at the expiration of a leave of absence except for a bona fide emergency; or
- (e) He/she is absent from work for three (3) consecutive scheduled shifts without notifying the Employer; except for a bona fide emergency; or
- (f) He/she is promoted and remains outside of the bargaining unit ninety (90) days or longer; or

- (g) He/she has been on a lay-off list for a period of more than two (2) years, or for a period of time equal to their length of seniority, whichever is less.
- 13.12 (a) If employees are to be merged into the bargaining unit as a result of a corporate acquisition, merger, takeover, those employees shall be merged ' end tail '.
- (b) Whenever any work normally performed by one branch is relocated to another within the bargaining unit, all displaced employees shall have the first right of refusal to the relocated work. If the displaced employees refuse their right to relocate they will exercise their right to bump as per Article 8.10 and the affected work will be posted in the originating branch. Any positions not filled on said work will be posted in the Receiving Branch Location and filled as per Article 14.01.
- 13.13 Each branch will maintain their own, separate, seniority lists.
- 13.14 Temporary work transfers will be dealt with as per Article 14.
- (a) Voluntary transfer between branches in the bargaining unit (Ottawa, Kingston and Pembroke) shall be end tail.
 - (b) Forced transfer due to transferred or relocated work between divisions (Ottawa, Kingston and Pembroke) will be dovetailed with their eligible date of hire.
 - (c) If for any reason a Branch or Satellite Operation is opened within the scope of this collective agreement and/or Article 1.01 (b), then the transfer of employees or filling of positions shall be done as follows:
 - (d) Eligible employees of the Ottawa Branch will have the first right to bid or transfer by seniority to the new Branch or Satellite.

ARTICLE 14: JOB POSTING

- 14.01 (a) In the event a vacancy occurs for the duration of the bid prior to the last 30 days of such bid, in any of the classifications covered hereunder, the Employer shall immediately post a notice on the bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) days of such posting. The filling of such vacancy shall be made within three (3) working days thereafter. Any resulting vacancies will be immediately filled as per the mini - bid procedure.
- (b) All notices will show classification, general description of duties and necessary qualifications. It shall also state that any resulting vacancies will be immediately filled as per the mini – bid procedure.
 - (c) All employees wishing to be considered for a job posting when on leave less than two (2) months must notify the Branch Manager in writing prior to leaving. A copy will be provided to the Union.
 - (d) This process may be by-passed by mutual agreement provided the seniority rights of all affected employees are respected.

ARTICLE 15: PAY DAY AND PAY STATEMENTS, ETC.

- 15.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be by direct deposit.
- 15.02 The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.
- 15.03 When there is an error or short payment or any other type of error, this shall be corrected as soon as possible. However, when an employee is short paid fifty (\$50.00) or more, a cheque will be issued within three (3) days of an employee's request for payment to cover the shortage. If less than fifty (\$50.00), it will appear on the following pay cheque and if no pay cheque has been issued, the employee will be paid out of petty cash.
- 15.04 Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.
- 15.05 **Severance Pay**
Severance pay will be paid as set out in the Canada Labour Code Part III.

ARTICLE 16: MEDICAL EXAMINATION

- 16.01 **Employer Requested Examinations**
- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees.
 - (b) A copy of the complete results of any medical examination must be given to the employee as soon as said examination results become available.
- 16.02 **Employer Paid Medical Examinations**
The Employer shall pay for all such Employer required medical examinations.
- 16.03 **Medical Examinations During the Employee's Normal Working Hours**
Any employee requested by the employer to take a medical examination, must do so during his/her normal working hours and shall be paid for the time involved. The employee must not lose any pay as a result of his/her taking a medical examination.
- 16.04 **Motor Vehicle Required Medical Examination**
In addition to the Employer's required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with

air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

16.05 Employer Decision

- (a) If following an Employer requested medical examination, any employee is deemed by the employer, based on the medical results and physician recommendations, to be physically incapable or carrying out his/her regularly assigned duties, the employee shall be reclassified subject to Article 16.07.
- (b) Should the employee disagree with the employer's decision the following procedure shall be followed:

Union Review of Medical Findings

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

Consultant Appointment

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

Consultant Findings

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

Cost of Consultant

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

16.06 Consultant's Results

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

16.07 Reclassification

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

- (iii) qualify for Workers' Compensation if his/her incapacity resulted from an on-the-job illness or injury.

ARTICLE 17: TRUCK MAINTENANCE

17.01 Vehicle Safety

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 found to be justified.

17.02 Red Tag

In the event an employee believes that a vehicle is in unsafe operating condition, he shall immediately inform his/her Manager. The Manager, if he agrees, shall lock out the vehicle keys in a conspicuous place on the vehicle. Such vehicle shall not be operated until the condition is corrected.

17.03 Seat Belts and Steps

All armoured vehicles owned or leased by the Employer must have steps or similar devices to enable employees to get in and out of the vehicle for safety purposes and shall also be fitted with safety belts.

17.04 Adequate Equipment

All vehicles shall have adequate heaters, windshield wipers and defrosters and those vehicles which do not have air conditioning units will have such equipment installed as soon as it is possible and practical to do so.

No employees shall be asked or required to service or maintain vehicles or related equipment. This shall not cover the driver's responsibility in checking their vehicle for gas, water and oil and to see that it is in proper operating condition, not in driving the vehicle to the proper place of maintenance and parking.

This shall also not apply to, within reason of making minor emergency repairs when away from the Branch.

17.05 Reporting

Employees shall immediately or at the end of their shift report all such defects of vehicles and equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. General cleanliness of the vehicle is the responsibility of the employee.

17.06 Load Limits

The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits.

The Employer shall pay all fines resulting from unsafe loads.

ARTICLE 18: TRAFFIC TICKETS

18.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof.

18.02 Moving violations shall be the sole responsibility of the driver; e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.

ARTICLE 19: GENDER

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

ARTICLE 20: TOOLS

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

ARTICLE 21: SANITARY FACILITIES

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

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

ARTICLE 22: SAFETY AND HEALTH

22.01 **Employer Duties:**

The Employer shall institute and maintain all precautions to ensure every worker a safe and healthy workplace and to protect the environment outside the workplace.

The Employer and the Union will co-operate fully to promote safe work practices and health conditions and compliance with safety rules and procedures as defined in the Canada Labour Code Part II.

22.02 **Joint Health, Safety and Environment Committee:**

- (a) The Employer and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Workers' Compensation Act, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee shall be at least two (2) members chosen by the Union. At no time shall the number of Employer members allowed to outnumber the amount of Union members.
- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a union member chosen by the Union members of the Committee. The other co-chairperson shall be an employer member.
- (c) During all absences of the Union co-chairperson, the Employer shall recognize an alternate co-chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Employer and the employees shall comply with the recommendations of the Committee.
- (e) Without limiting the generality of the foregoing, the Committee shall:
 - (i) Determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
 - (ii) Ensure that accident and incident investigations have been made.
 - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
 - (iv) The co-chairperson or their alternates shall participate in and keep a record of all types of inspections and work refusals.

- (v) Solicit and consider a recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
- (vi) Hold regular meetings at least once a month or more frequently, if mutually agreed upon by the Union and the Employer co-chairpersons for the review of:
 - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention;
 - remedial action taken or required by the reports of investigations or inspections; and
 - any other matters pertinent to health, safety, and the environment.
- (vii) Have access to and promptly receive copies of all reports, records, and documents in the Employer's possession or obtainable by the Employer pertaining to health, safety or environmental matters.
- (viii) Time spent by members of the Committee in the course of their duties shall be considered as time worked or shall be paid in accordance with the terms of Article 8, schedule of hours and overtime of this Agreement. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

22.03 At no time shall the number of employer members be greater than the number of employee members of the JSHC and vice versa. There shall be two (2) chairpersons, one selected by the employer and one elected by the employee members.

22.04 **Dangerous Circumstances**

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

22.05 **Right to Refuse**

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

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

22.06 No Disciplinary Action

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

22.07 Education and Training

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

22.08 Accident and Incident Investigations

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

22.09 **Disclosure of Information**

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

22.10 **Right to Accompany Inspectors**

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

22.11 **Access to the Workplace**

Union staff or Union health and safety or environmental advisors or consultants with prior approval by management shall be provided access to the workplace to attend meetings of the joint or Union committees or for inspecting, investigating or monitoring the workplace.

22.12 **National Day of Mourning**

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

22.13 **Ergonomics**

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

22.14 **Return to Work Procedures**

The Employer will make every reasonable effort to accommodate employees coming within the scope of this agreement with suitable alternate, temporary or permanent employment, by reviewing, and if necessary, modifying their regular duties.

In order to accommodate a disabled employee the following shall apply in the order listed below:

First, the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker back to the essential duties of their pre-injury job.

Second, the essential duties of positions within the disabled employee's classification, will be considered.

Third, the essential duties of positions within the bargaining unit will be considered.

Fourth, subject to the collective agreement, creating a job by cobbling functions, will be considered.

The Parties will be responsible for developing a Return to Work Plan based on the above criteria.

The Return to Work Plan should be based on, and tailored to, the individual worker's needs as supported by medical documentation. The Return to Work Plan should not be an arbitrary mould and should extend to the time required to benefit the injured worker.

The job that the worker returns to should help the worker get better. It should be offered at the time at which the worker is ready for, and will benefit, from it. It should be constructive and rehabilitative and it should assist the worker in re-integrating into the work force. The program should be consistent with the collective agreement and not impose any arbitrary or unnecessary restrictions such as permitting no overtime for the employee. The worker should suffer no wage loss as a result of temporary accommodation.

22.15 Disability Management

The Parties agreed to form a Committee of representatives from both the Union and Management sides of the bargaining team to agree upon a Disability Management Program. This Committee agreed to produce a letter of understanding outlining the terms of a mutually agreed Disability Management Program, ideally, within three (3) months of the ratification of this Agreement. If this program requires the disclosure of any information to a third party, the Committee will ensure that procedures are in force that comply with the recent privacy legislation. The Parties agreed that the use of an outside claims management company was unacceptable.

22.16 Ill or Injured Employees

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

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

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

- 22.19 First-aid requirements will be in accordance with the federal code. There shall be one (1) trained employee for each shift. The employer will pay for the course.
- 22.20 Members of the Joint Safety and Health Committee will be permitted to inspect any and all work facilities at a jointly agreed upon time provided work progress is not impaired as a result.

ARTICLE 23: UNION NOTICES

- 23.01 The Employer agrees to provide a lockable glass covered bulletin board, readily accessible for the official Union notices of direct interest to the employees. The union and the Branch Service Manager will keep the only access keys.
- 23.02 The following items must be posted on said Notice Board:
- (a) a copy of this Agreement;
 - (b) seniority lists to be revised every six (6) months.

ARTICLE 24: NEW EQUIPMENT

- 24.01 (a) 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.
- (b) The Parties in this Agreement recognize that the technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse effects that may result.
- (c) The Employer shall advise the Union as far in advance as possible and not less than forty-five (45) calendar days prior to the introduction of technological and mechanical changes as defined in Article 24.01 (a) and the matter shall immediately become a topic of meaningful discussion between the Employer and the Union and particularly in regard to:
- (i) The effect such changes will have on the number of employees within the bargaining unit.
 - (ii) The probable effect on working conditions.
 - (iii) Any changes in job classifications.

24.02 Legal Costs

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

ARTICLE 25: PENSION, HEALTH AND WELFARE

- 25.01 (a) Employees hired after January 1, 1987 will be eligible to join the company pension plan after twenty-four (24) months of employment, provided the employee has earned thirty-five (35) percent or more of the YMPE in each of two (2) consecutive calendar years.
- (b) Upon joining the plan, pension benefits will vest fully after two (2) years credited membership service.
- (c) All regular full-time and part-time employees at December 31st, 1986 will be deemed members of the company pension plan.
- 25.02 (a) The Employer shall provide a comprehensive Health and Welfare Plan. All eligible employees must be enrolled as a condition of employment. The cost of this plan will be one hundred percent (100%) funded by the Employer. A detailed copy of this plan will be provided to the union, referenced herein and forming part of this collective agreement.
- (b) The pension, health and welfare contributions and coverage presently in place will remain the same for the life of the collective agreement, unless otherwise agreed.
- (c) The Employer agrees that they will not change the level of benefits or amounts of benefits during the life of this agreement, and agrees to notify the Union of any change in benefits or levels, as well as the change of carrier and name of such.
- 25.03 The Employer will provide the Medical and Hospital Services and Dental Plan for eligible employees. Eligible employees who have been laid off will be entitled to this benefit continuation for one (1) full month following the date of their lay off.
- 25.04 The Employer will provide for eligible employees, who have completed probation, a Dental Plan at current ODA fees with no benefit maximum, including orthodontist coverage as follows; 50% of the cost to a maximum of twelve hundred dollars (\$1200.00) per lifetime, per dependant aged eighteen (18) or under. A detailed copy of the Plan will be provided to the Union.
- (a) Dental: ODA Fees – current, no maximum
Orthodontics: \$1200 lifetime per dependent
18 years or under
50% of cost
- (b) Life Insurance: \$50,000.00
AD&D: \$50,000.00
- (c) Extended Health Coverage:
Drug cards with a maximum dispensing fee of seven dollars (\$7.00)
Eighty percent (80%) of eligible expenses

- (d) Short Term Disability:
Seventy percent (70%) of earnings to a maximum of five hundred dollars (\$500.00) per week.
- (e) Long Term Disability:
Seventy percent (70%) after fifteen (15) weeks up to three hundred and fifty dollars (\$350) per week.
Maximum of two (2) years.
Salary continuance
- (f) Vision Care:
Eye examinations to be paid up to seventy-five dollars (\$75.00) every two (2) years with receipt.
Eyewear \$200/24 months and can be used to offset the cost of laser eye surgery
- (g) Professional Services
\$1,000 per calendar year combined for services of a chiropractor, osteopath, podiatrist/chiroprapist, massage therapist, naturopath, speech therapist and psychologist

Physiotherapist: Unlimited

Acupuncturist: Not covered

Social Worker: Not covered

Psychoanalyst: Not covered

25.05 **Surviving Spouse/Dependents**

The surviving spouse/dependents shall be covered under the Health and Welfare Plan after the death of eligible members for a period of two (2) years following their death.

25.06 All benefit plans will cover same sex partners.

25.07 The Employer shall not be entitled to any medical information of an employee except where required by law or permitted by legislation.

25.08 The Employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand dollars (\$100,000.00).

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

- 25.10 (a) Employees will be entitled to six (6) days paid sick leave to a maximum of forty-eight hours per contract year. Employees working night shifts of greater than eight hours in length will be entitled to up to sixty (60) hours for sick leave taken (the pay out would only be for the first forty-eight (48) hours). Any sick days which have not been taken will be paid out on the first pay in the month of January of each year.
- (b) All sick leave which has been accumulated as of July 01, 1989 will be paid in cash to the employee upon his/ her leaving the Employer'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 Employer's employ. A copy of accumulated sick leave will be furnished to the Local Union President at the end of each contract year.
- (c) A doctor's note will not be required for three (3), or less, sick days taken at one time, unless the employer has just cause to demand one. If a note is requested then Article 16.02 and 16.03 will apply and the Employer will pay the full cost of such note if requested by the Employer.

ARTICLE 26: TRAINING

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

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

For eligible employees, training will be made available to all employees in order of seniority.

As it applies to casual employees, the Employer and the Union agree to the following process:

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

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

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

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

- 26.03 (a) An employee who is required by the Employer to take training during their normal working hours will be paid their applicable rate of pay while in training.
- (b) The employee may train during the employee's regular working hours, when it will not unduly interfere with the performance of their regularly assigned duties.
- (c) The manager may, for this purpose, arrange with the interested employees to exchange positions for temporary periods, without affecting the rates of pay for the employees.

26.04 **Firearms and Use of Force Training**

The Employer will arrange for Firearms/Use of Force training annually, while engaged in such training, employees will be paid their regular rate of pay for a minimum of four (4) hours or actual hours involved, whichever is the greater.

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

26.06 **Trainers**

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

26.07 **Permits and Licences**

The Employer agrees to pay for the following:

- (i) P.A.L. (Possession and Acquisition License) renewal,
- (ii) A.T.C. (Authorization to Carry) renewal

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

New hires will bear the initial cost of permits.

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

The Employer shall pay the employee for Firearms/Use of Force training with an approved, qualified instructor in accordance with Article 26.04.

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

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

Employees will maintain a valid drivers' licence for the vehicle in which they drive. It is the employee's responsibility to immediately advise the Manager if their license is revoked for any reason.

(b) **Drivers License Upgrade**

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

(c) **Gun Permits**

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

It is an employee's responsibility to immediately advise their Manager if their firearms licence or permit has been revoked for any reason.

ARTICLE 27: PRINTING OF COLLECTIVE AGREEMENTS

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

ARTICLE 28: UNIFORMS AND WORK CLOTHES

28.01 The Employer shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Employer. Such uniform shall remain the property of the Employer and must be returned upon an employee leaving the Employer. All uniform items, including shirts will be replaced on a one to one basis. The Employer will direct the appropriate uniform dress code.

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

28.02 **Bullet-Resistant Vests**

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

Once a bullet resistant vest has reached the manufacturer's expiry date, the Employer will supply the eligible out-plant employee with a replacement vest upon return of their expired vest.

Eligible employees currently in possession of a bullet resistant vest will be issued with a replacement vest, once the vest is expired.

28.03 Boot Allowance

A boot allowance will be paid up to a maximum of one hundred and twenty five dollars (\$125.00) for eligible employees and seventy dollars (\$70.00) for casual employees. This allowance will be paid once every two (2) years for black safety boots for out-plant and black safety foot wear for in-plant employees. A valid receipt is required prior to be being paid.

ARTICLE 29: CLASSIFICATION AND WAGE RATES

Ottawa

Eligible Employees Full and Part Time

Classifications	Nov. 1/11	Nov. 1/12	Nov. 1/13
All-Off	23.93	24.41	24.90
Custodian / Night Dept.	22.89	23.35	23.82
Vault Teller	22.89	23.35	23.82
Driver / Guard / Technician (ABM)	20.56	20.97	21.39
Turret Operator/Maintenance	17.04	17.38	17.73
Cash Cage	17.39	17.74	18.09

Casual Employees

Classifications	Oct. 31/11	Oct. 31/12	Oct 31/13
All off	21.53	21.96	22.40
Custodian / Night Dept.	20.60	21.01	21.43
Vault Teller	20.60	21.01	21.43
Driver / Guard / Technician (ABM)	18.50	18.87	19.24
Turret Operator	15.33	15.64	15.95
Cash Cage	15.66	15.97	16.29

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

Training run as found on the bid will be a premium of \$1.00 per hour when training.

Kingston'

	Nov. 1/11	Nov. 1/12	Nov. 1/13
Armoured Crew	18.66	18.85	19.04
Technician (ABM)	18.12	18.30	18.48
Casual Armoured	16.79	16.79	17.13
Casual ABM	16.30	16.46	16.62

29.01 CREWING INITIATIVES PROCEDURES

- (a) In the interests of the future of the Ottawa Branch and its employees, the Parties agree to work cooperatively and with mutual respect towards achieving the two person crewing initiatives crewing.
- (b) The parties agree to meaningful discussion and consultation in all aspects of the implementation procedure. As well there will be a phased in gradual implementation and pre-determined routes selected for the two person crewing initiatives crewing.

- (c) Nothing in this agreement will lessen either Parties' rights in any way, however, in the matter of good labour relations, economic viability, and the well being of the employees of the Ottawa Branch, the Parties agree to move forward and further agree to the following:
- (i) In the event of a dispute as to the implementation of the crewing initiatives routes, a meeting will be held within forty-eight (48) hours by the Parties to try and resolve the issue.
 - (ii) Either party may call a meeting.
 - (iii) The topic of discussion or problem shall be given to the other party before hand in writing.
 - (iv) A mutual consensus will be arrived at, or the matter will be further reviewed by the CAW National Representative and National Labour Relations Manager.
 - (v) They will report to the local management and employees as to their findings.
 - (vi) If the matter is not resolved, a meeting between all the representatives will take place within one (1) week.
 - (vii) Either party may go forward in any manner they so choose if the matter is still unresolved.

29.02 Crewing Initiatives

The parties will take into consideration all applicable OH & S standards and the prime importance of the safety of the crews. The OH & S Committee will assess the routes, route structures, equipment and locations.

ARTICLE 30: PAID EDUCATION LEAVE

30.01 Starting January 1st, 2002 and thereafter, the Employer agrees to pay into a special fund three cents (\$0.03) per hour per employee, for all compensated hours for the purpose of providing Paid Education Leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund, established by the National Union, CAW, effective from date of ratification and sent by the Employer to the following address: CAW Leadership Training Fund, CAW-Canada - PEL Training Fund, 205 Placer Court, North York, ON M2H 3H9.

30.02 The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 31: HARASSMENT POLICY

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

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

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

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

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

Posting or circulation of offensive photos or visual materials,

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

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

Unwelcome invitations or requests,

Condescension or paternalism which undermines self respect, or

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

31.02 **Harassment Is Not**

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

31.03 **Filing a Complaint**

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific

actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

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

31.04 **Investigation**

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

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

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

31.05 **Resolution**

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

At the conclusion of this step, the complaint, if unresolved, will be considered as a grievance for the purposes of the Grievance Procedure and will be inserted into the 2nd step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the 2nd step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

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

31.06 **Right to Refuse**

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

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

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

ARTICLE 32: DURATION

32.01 This Agreement shall be in full force and effect from and including **November 01, 2011 to and including October 31, 2014** and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within one hundred and twenty days (120) immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence Collective Bargaining with a view to a conclusion or renewal of a new Collective Agreement.

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

DATED at Ottawa, Ontario this day of , **2012**.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A: PEMBROKE SATELLITE

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

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

Part-time	\$ 17.04
Casual	\$ 17.04
Probation	\$ 13.52
- Employees will be guaranteed three (3) hours a day which will include the first call of the day, or the CIT scheduled work, whichever occurs first. Hourly rate will take effect after three (3) consecutive hours worked in one (1) day. Call-in=s outside the guarantee window will constitute another three (3) hour window. Secondary calls that are received within the window will not comprise an additional call in. They will be covered by the original three (3) hour window and then be paid by the hour on the expiration of that window.
- Pager rate will be fifteen dollars (\$15.00) a day payable to the crew members scheduled on call for that day.
- A day will be considered a twenty four (24) hour period.
- Employees covered under this Appendix will be considered as eligible for job postings available in the Ottawa or Kingston branch after the employees from all Ottawa and Kingston seniority lists have declined the position. Satellite employees would be considered for the position based on qualifications, there will be no moving considerations given.
- Employees using their personal vehicle while on company business will be compensated at thirty-five cents (\$0.35) per kilometre while performing their duties. It is expected that the employees make all the necessary insurance notifications and arrange required coverage under this compensation.

LETTER OF UNDERSTANDING

The parties agreed during negotiations to mutually conduct run audits as per Article 8.08 (d) (i) (ii).

The following shall be the procedure followed:

- (i) All audits will be done as per Article 8.08 (d) (i) (ii).
- (ii) After a bid, audits will be done after thirty (30) days of the bid.
- (iii) The Union will submit a list of up to four (4) runs to be audited per month.
- (iv) This process will start immediately.

In witness whereof the Employer and the Union affix their signatures.

Signed at Ottawa, Ontario this day of , 2012.

FOR THE EMPLOYER

FOR THE UNION

