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No. OF EMPLOYEES	74		
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THIS AGREEMENT entered into this 1st day of August 1996.

BETWEEN

LOOMIS ARMORED CAR SERVICE LTD.
IN THE PROVINCE OF SASKATCHEWAN
(Hereinafter referred to as, "The Employer")

AND

CHAUFFEURS, TEAMSTER & HELPERS LOCAL 395
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(Hereinafter referred to as "The Union")

Whereas:

The Employer and the Union desire to co-operate in establishing and maintaining condition which will promote a harmonious relationship between the Employer and employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote an efficient operation.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - NATURE OF THE BARGAINING UNIT

- 1.01 The Employer recognizes the Union as the Collective Bargaining Agent of all employees as set out in the Certificate of Bargaining.
- 1.02 All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays, and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual members of the union.
- 1.03 It is hereby agreed that all employees who are presently members of the union shall as a condition of employment remain members of the union. All new employees shall within thirty (30) calendar days become and remain members of the union.

- 1.04 The Company and Union agree that supervisory staff shall be excluded from the bargaining unit and shall not perform any work which falls within the scope of this agreement, when no bargaining unit employees are available, except in the event of unanticipated contingencies, in emergencies or for the purpose of instruction or training.

ARTICLE 2 - DEFINITION AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agency on behalf of employees for whom the Union has been elected as sole bargaining authority.
- 2.02 The term Employee as used in this Agreement shall apply to any person performing work in any job classification on a regular full-time and casual employee basis which is covered in the classification listing of this Agreement, and excludes, management and supervisory employees exercising management functions, sales, and office employees.
- 2.03 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 Union and Employer shall immediately negotiate a classification and wage rate.
- 2.04 Regular full-time employees are those employees who are regularly scheduled forty (40) hours of work per week. Full-time employees where possible will be guaranteed two consecutive days off at the employees request.
- 2.05 Regular part-time employees are those employees who are regularly scheduled thirty-six (36) hours per week. A part-time employee performing emergency work in another classification will be paid the higher rate of pay of his/her classification for the emergency work being performed.
- 2.06 Casuals are employees who are not regularly scheduled for nor guaranteed thirty-six (36) hours of work for the Employer at all times and/or who make their principal place of employment elsewhere. Casual employees will be permitted to work in both A.B.M. and Route positions so as to provide casuals with more hours.

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

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

2.09 A casual employee who has worked 1040 hours or six (6) months whichever is greater will be considered as having served a suitable probationary period.

ARTICLE 3 - DEDUCTION OF UNION DUES

3.01 The Company agrees that it will deduct from wages and or other monies payable to all employees subject to this Agreement, whether or not the employee is a member of the Union, the amount of regular monthly membership dues payable by a member of the Union. the amount shall be deducted from one pay each month and remitted monthly to the Union Secretary-Treasurer along with a list of the names of the employees, from whose wages the membership dues have been deducted.

Initiation fees will be deducted upon presentation to the Company of a written authorization signed by the employees. The Union shall provide the proper authorization cards to the Company and the Company shall have the employee fill out and sign the authorization card within his/her first thirty (30) calendar days of employment, and remit same to the Union with the monthly check-off.

The Company also agrees to deduct other assessment charges as levied by the Union and so indicated on the monthly check-off list as provided by the Union to the Company.

ARTICLE 4 - HOURS OF WORK

- 4.01 Regular full-time employees shall be guaranteed a minimum of forty (40) hours of work or the equivalent thereof in pay each week, Monday through Sunday. Regular full-time employees shall be entitled to such guarantee provided they are available for work and qualified to perform the work on each of their scheduled days of work for the week. A weekly schedule of work will be posted on Friday of the previous week.
- 4.02 Regular employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each daily report to work. Pager and alarm call outs are covered in Appendix "B".
- 4.03 Regular full-time employees who shall be required to perform work on their scheduled day *off* shall be guaranteed three (3) hours of work or the equivalent thereof in pay at one and one-half (1 1/2) times the regular hourly wage rate applicable. Such hours of work shall not be included in the accumulated hours of work for that week.
- 4.04 Any employee who shall be required to perform special night work after he has completed his normal daily assignment and has checked out and left the Employer's premises, shall be guaranteed three (3) hours of work or the equivalent thereof in pay. When the total hours exceed eight (8) per day the pay will be one and-a-half (1 1/2) times his regular wage rate for the remainder of the shift. Such hours shall not be included in the accumulated hours of work for that week.
- 4.05 Holidays and special night work assignments shall be offered to the senior qualified employee insofar as it is practical, provided however in the event of an insufficient number of full-time employees accepting such overtime assignments, the Employer reserves the right to assign junior, qualified, full-time employees, or part-time employees or casual employees, in this order, to such an assignment,
- 4.06 If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked and may be subject to discipline.
- 4.07 The hours shall be divided into one (1) minute units based on one-sixtieth (1/60th) of the applicable hourly rate.

- 4.08 Every employee should have a minimum of eight (8) hours rest between the end of one (I) shift and the commencement of another scheduled shift. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at one-and-one-half (1 1/2) times his regular hourly wage rate until such eight (8) hour period is over.
- 4.09 Overtime shall be paid and applicable after an employee has worked forty (40) hours in any one (1) week, Monday to Sunday inclusive, or beyond eight (8) ours in any one (I) shift. All hours worked in excess of forty (40) hours in one (1) week and eight (8) hours in any one (1) shift shall be paid at time an a half (1 1/2) the employee's regular hourly rate of pay, except as indicated above. There shall be no pyramiding of overtime.
- 4.10 All full-time and part-time employees assigned to work in a higher classification, shall be paid for all hours in such higher classification at the applicable rate.
- 4.11 A weekly schedule of work, days *off*, starting times and run assignments for all regular full-time employees will be posted on Friday of the preceding week. Once posted, changes will be made in such schedule only to meet emergencies, adjust for absenteeism, tardiness and extra work and to correct apparent errors. Vacancies appearing in the assignment may be filled by casual employees.
- 4.12 Employees may be assigned four **(4)** ten (10) hour days per week if scheduling permits. In such instances, compensation will be on the basis of then (10) hours per day at the straight time rate.

ARTICLE 5 - LUNCH AND REST PERIODS

- 5.01 Employees shall be allowed a minimum of one-half (1/2) hour off to eat his meal on a shift which involves a meal period. Such meal period shall commence whenever possible no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. Such time shall not be considered as time worked provided in the event that an employee is required to take his meal outside of this period or is required to remain on the armored vehicle or on the Employer's premises during his meal period such time shall be considered as time worked.
- 5.02 All employees shall be allowed to take a fifteen (15) minute rest period, with pay, during the first half of any shift and fifteen (15) minute rest period, with pay during the second half of any shift. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer,

5.03 Meal allowances *for* over the road operations; for breakfast, lunch and dinner will be paid according to the following schedule:

- a) Breakfast - \$6.00
- b) Lunch- \$8.50
- c) Dinner - \$13.50

For the first day supper money only will be paid.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 The following days shall be designated as Statutory Holidays, for which employees covered by this Agreement shall receive eight (8) hours pay and it shall be considered as time worked. Where an employee is working a four (4) ten (10) hour shift, he shall receive ten (10) hours pay and it shall be considered as time worked:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day (1st Monday in August)	
Remembrance Bay	

Payment for a Statutory Holiday *Pay for* casual employees shall be based on one-twentieth (1/20) of his regular hours worked during the four (4) week period preceding the Statutory Holiday.

6.02 Eligible employees are those who have worked ten (10) days in the previous thirty (30) days providing employees have worked their regular scheduled work day prior to and return to work in the week in which a holiday occurs, except for bonafide reasons such as authorized leave of absence, authorized vacations with pay, W.C.B., or weekly indemnity with a Doctor's note.

6.03 An employee who works on any of the above-designated holidays will be paid for the time worked at the rate of one and one - half (1 1/2) times the employee's basic straight time rate in addition to the holiday pay, if applicable.

6.04 If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday, on a mutually agreeable date.

ARTICLE 7 - VACATIONS WITH PAY

7.01 No later than January 1st of each year, the Employer shall post a vacation list or lists on the bulletin board, and each employee shall, in order of seniority, apply for his vacation and such requests must be completed by March 1st of each year. It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising his entitlement for vacation selection.

The Employer is not bound to permit more than the following employees; two (2) outside, one (1) inside, one (1) Prince Albert, one (1) Moose Jaw, off on vacation during each week of the year. The Employer may allow a third person off provided a replacement is available at the straight time rate of pay.

1. Vacation must be taken in the following manner:

The vacation period July 1 to September 5 will be limited to a maximum of two (2) weeks per employee.

2. No regular vacation will be scheduled during the period of December 10 to December 31.

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

7.02 Vacations - Service Requirements and Entitlement:

a) Service Requirement (years)	Entitlement (weeks)	% of Earnings
One (1)	Three (3)	6
Nine (9)	Four (4)	8
Twenty (20)	Five (5)	10

b) 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.

- c) Employees who work less than fifteen hundred (1500) hours will be paid vacation pay as a percentage (%) of their previous years earnings. The only exception will be an employee who is on Workers' Compensation and has worked at least two (2) weeks in a year.
- 7.03 In the event that an employee leaves the employ of the Employer before he is entitled to three (3) weeks vacation, he shall receive six percent (6%) of the gross earnings he received while in the employ of the Employer.
- 7.04 In the event of a regular full-time employee or part-time employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive six percent (6%), eight percent (8%) or ten percent (10%), as the case may be, of his pay for the anniversary year in which he ends his employment for which no vacation has been paid.
- 7.05 Prior to an employee going on vacation, upon request, a separate payroll cheque will be made up for vacation pay only in accordance with Articles 7.02 and 7.03 above.
- 7.06 Casuals shall receive vacations and vacation pay in accord with the minimum requirements of the Saskatchewan Labour Standards Act. Casuals will be paid on a bi-weekly basis @ 6% of previous earnings.
- 7.07 Employees must take their earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned.

ARTICLE 8 - MANAGEMENT RIGHTS

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:

- 8.01 The right to hire, transfer, promote, classify, lay off, suspend, discharge (for just cause), or otherwise discipline employees.
- 8.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 8.03 The right to reduce overtime hours wherever and whenever possible.
- 8.04 The right to determine the products to be handled and the methods of handling

and processing and related scheduling of operations.

The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement.

8.05 It is agreed and understood that among other acts, reporting for work under the influence of/or the consumption during working hours, of alcohol, the use of/or possession of non-prescription drugs; or dishonesty are cause for discharge.

ARTICLE 9 - SENIORITY

9.01 Two (2) Seniority lists will be maintained by the Employer:

- (a) Route/ABM Employees
- (b) Plant Employees

The Employer shall immediately, and every six (6) months thereafter post the seniority list setting out the name, classification, and date of employment of all employees. Seniority for regular full-time employees shall be determined by the date on which such employees become regular full-time employees. Casuals shall enjoy no seniority rights under the terms of this Agreement, except for promotion. Full-time employees shall have seniority over casual employees.

9.02 The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not permit the Employer to be unreasonable in its determination.

9.03 Any employee who has been promoted to a higher classification within or outside the bargaining unit and after a reasonable trial period not to exceed ninety (90) days and is found to be unsatisfactory for the new position, shall be restored to his former position and shall retain his seniority therein. Protection of seniority for an employee promoted outside of his bargaining unit shall apply only once during the term of this Agreement to any individual employee.

9.04 The lay-off and recall of employees will be based on seniority and ability to perform the work; that is, the last hired will be the first laid off and the last laid off will be the first recalled on each list. Any employee laid off or reduced to casual shall be notified in writing with a copy to the Union office.

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

- a) He is discharged for cause, and not reinstated through the grievance procedure.
- b) Voluntarily leaves the employ of the Employer
- c) He fails to report to work after a lay-off, within five (5) days after being notified by registered mail.
- d) He fails to report to work at the expiration of a leave of absence except for a bonafide emergency.
- e) He is absent from work for three (3) days without notifying the Employer; except for a bonafide emergency.
- f) He is promoted and remains outside of the bargaining unit ninety (90) days or longer.
- g) He has been on lay-off for a period of six (6) months or longer
- h) He is discharged during his probation period.

ARTICLE 10 - JOB POSTING

10.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the bulletin board notifying employees that such a vacancy exists, Employees desiring consideration for such a job shall then apply in writing within five (5) working days of such posting. The filling of such vacancy shall be in accord with the terms and conditions of Article IX (9.02) of this Agreement.

10.02 In the event a full-time or part-time position is available consideration will first be given to the casual who has been with the Company the longest and who is not working for another Company, and who possesses the qualifications and ability to perform the job, and is available to perform the work. Management will determine if the employee possesses the qualifications and ability.

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ARTICLE 11 - EMPLOYEE ' S RULE BOOK

11.01 The Employer shall provide the Union and each employee with an Employee Rule Book so the employees and the Union become familiar with same. The employees will strictly abide by all operating policies and procedures contained in the booklet and all rules.

ARTICLE 12 - PAY DAY PROVISIONS

12.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. Payment shall be cash or cheque at the Employer's option.

12.02 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.

12.03 When there is an error of short payment or any other type of error, this shall be corrected as soon as possible.

ARTICLE 13 - STRIKES AND LOCKOUTS

13.01 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slow-down or work stoppage or suspension of work either complete or partial for any reason by the Union.

13.02 It shall not be a violation of the Agreement or cause for any disciplinary action or discharge of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Local Union.

ARTICLE 14 - SHOP STEWARDS

14.01 The Employer agrees to recognize Shop Stewards to a maximum of two (2) for the Regina and Saskatoon depots; and one (1) for the smaller depots, for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints or grievances to the Manager.

14.02 The Employer agrees not to discriminate against any member of the Bargaining Union and/or Shop Steward when exercising their rights under the terms of the Collective Bargaining Agreement and presenting grievances, providing there is no interference in normal operations.

14.03 Union representatives will be permitted access to the Branch by appointment with the Branch Manager or designate. However, at no time will the union be permitted in secure areas without security clearance and accompanied by management.

14.04 The company will provide a bulletin board for union business.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 During any authorized leave of absence, a full-time employee shall maintain and accumulate seniority. Leave of absence in excess of thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Union and the Employer and mutually agreed upon.

15.02 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer, Such absence will not exceed one (1) calendar year except by mutual consent of the parties, except for WCB, which will not exceed two (2) years.

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

However, all legitimate and reasonable requests will be approved in accordance in the best interest of the business and the employee. If the leave of absence is to extend a vacation, then it must be in accordance with Article 7 (7.01).

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

15.03 When an employee suffers any injury or illness which requires his absence, he shall report the absence to the Employer as soon as possible so adequate replacement may be made if necessary. Employees must keep the Employer notified of their correct address and phone number at all times.

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

15.04 In case of death in the immediate family, the regular full-time employee and part-time employee affected shall be granted compassionate leave of absence with pay for his scheduled hours to a maximum of eight (8) hours at his straight time hourly wage rate for each scheduled working day which may occur during a maximum three (3) day period. Immediate family means: spouse, parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, grandchildren and grandparents. The employee must attend the funeral.

Casual employees shall be paid prorated for attending a funeral as per the Canada Labour Code. For all above designated family members not listed in the Code, the Employee will be given one (1) day.

15.05 When regular full-time and part-time employees are required to serve on a jury or as a Crown Witness, they shall be paid the difference between the jury fees and the pay for the weekly guarantee for each such week they are required to serve on the jury, provided the employees shall be available to work for the Employer during said period when they are not required to serve on the jury.

Casual employees shall be paid on a prorated basis for jury duty or when called as a Crown Witness.

15.06 Maternity/Paternity Leave - An employee shall be granted a maternity/paternity leave of absence by the Employer in accordance with the Canada Labour Code.

ARTICLE 16 - MEDICAL EXAMINATIONS

16.01 Any medical examinations requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations.

When a medical examination is required by the Employer, the following conditions shall apply:

- a) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

16.02 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- (a) The Employer shall notify the employee of the medical findings. Should the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- (b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne by the Employer
- (e) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (f) The Employer will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:
 - i) be placed on lay-off (medical leave of absence without pay) after two (2) weeks notice.

or

- ii) qualify for participation in any of the employee benefit programs to which

he is entitled to and a participating member

or

- iii) qualify for Workers' Compensation if his incapacity resulted from an on-the-job illness or injury.
- iv) In the event of a disability injury on the job a full-time employee will be entitled to a full day's pay. A casual employee will be entitled to his scheduled hours for the day of injury.

ARTICLE 17 - TECHNOLOGICAL CHANGE

- 17.01 Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.
- 17.02 The Parties to 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 from such changes.
- 17.03 The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological mechanical changes as defined in (17.01) above, and the matter shall immediately become a topic of discussion between the Company and the Union particularly with regard to:
- (a) The effect such changes will have on the number of employees within the branch.
 - (b) The effect on working conditions.
 - (c) Any changes in job classifications.
- 17.04 Training - 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.

17.05 Full-time and part-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of five (5) weeks pay, or as specified in the Canada Labour Code, whichever is greater, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for just cause.

ARTICLE 18 - SANITARY FACILITIES

18.01 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.

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

18.03 The garage and office shall be adequately heated and ventilated

ARTICLE 19 - SAFETY AND HEALTH

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

19.02 The Employer will provide a tool kit for each over the road vehicle as well as make available a tool kit at both the Regina and Saskatoon Branch.

19.03 The Company will reimburse each employee eighty dollars (\$80.00) upon receipt of the purchase of Safety Boots, every two (2) years. Boots must be hard toe, black leather. Casuals will receive boot allowance sixteen (16) months from the date of employment.

ARTICLE 20 - TRUCK MAINTENANCE

- 20.01 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers or passed the required inspections prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified.
- 20.02 All units shall have adequate heaters, windshield wipers, defrosters and seat belts.
- 20.03 Employees shall immediately or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.
- 20.04 In the event an employee determines that a vehicle is in unsafe operating condition, he shall request that a supervisor confirm this. If the supervisor concurs, he shall place a red tag in a conspicuous place on the vehicle. Such vehicles shall not be operated until the fault is corrected.
- 20.05 No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas, water, and oil and to see that it is in proper operating condition, not in driving the vehicle to the proper place maintenance and parking. This shall not apply to changing of flat tires or making minor emergency repairs when away from the plant.

ARTICLE 21 - TRAFFIC TICKETS

- 21.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic 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.
- 21.02 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.
- 21.03 If an employee has been found driving without a license, he will be terminated. The Employer has the right to request a Drivers Abstract, however, if requested, the Employer must pay for the abstract..

21.04 If a driver is stopped by the police or at any scales, and is fined, the Employer shall pay such fines.

ARTICLE 22 - TOOLS

22.01 All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall remain the property of the Employer at all times.

ARTICLE 23 - TRAINING AND ATTENDANCE

23.01 The Employer may from time to time, provide employees with training programs which normally consists of training sessions given outside of normal working schedules.

23.02 Participation by employees is compulsory and participating employees will be paid at their basic straight time hourly rate for all hours in attendance and is not to be added to the weekly hours worked for the purpose of overtime calculations.

23.03 The Employer upon prior approval will reimburse those employees who have taken an approved First Aid Course and provide proof of successful completion of same.

23.04 Not included in the above articles the Company will provide the F.A.C. training and the instructor. In turn, the employee will be required to take the course on his/her own time at no pay and the employee will pay the F.A.C. fee and renewal fee.

23.05 Firearms training will take place once every six (6) months. The Company will pay all employees at straight time rates for attending. Employees will be given 100 rounds per month on request.

ARTICLE 24 - HEALTH AND WELFARE, SICK LEAVE, PENSION

24.01 Health and Welfare, Sick Leave and Pension shall be contained in Appendix "A" of this Agreement.

APPENDIX "A"

Health and Welfare, Sick, Leave, Dental Care, Pension

24.02 The Company shall provide a comprehensive Health and Welfare Plan. All regular full-time employees and regular part-time employees must be enrolled as a

condition of employment. The cost to the employee will be the equivalent of 1% per month of regular gross earnings.

- 24.03 The Employer will provide the Medical and Hospital Services Plan for those regular full-time employee and part-time employees.
- 24.04 The Employer will provide for regular full-time employees and part-time employees, who have completed probation, a Dental Plan for such eligible employees and their eligible dependents.
- 24.05 The Employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand (\$100,000) dollars.
- 24.06 Short Term Disability benefit commences on the first day of accident and the fourth (4) day of sickness. Benefit is based on 70% of average weekly earnings up to the U.I.C. maximum the first 15 weeks.
- 24.07 The Employer will make available to eligible employees a Long Perm Disability Group Plan (Salary Continuance). Eligibility commences after 15 weeks. The Plan provides a disability income based on 70% of average weekly earnings up to the \$250.00 per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short term disability claim.
- 24.08 The Employer will make available to eligible employees a Personal Accident Insurance Plan for those employees who voluntarily enroll in the Plan and who continue to pay the required monthly premium. This is a separate plan.
- 24.09 The Employer will make available to eligible employees and their dependents a Group Life Insurance - Plan "A" to a maximum \$40,000 based on annual base salary.
- 24.10 The Employer will make available to eligible employees an Accidental Death or Dismemberment Insurance - Plan "A" to a maximum \$40,000 based on annual base salary.
- 24.11 The Employer agrees to provide all full time employees with current details and information covering all employee benefit programs for which employees covered by this Agreement are entitled to participate.
- 24.12 (a) Regular full time and regular part-time shall be entitled to five (5) sick days per year (forty (40) hours for full-time, prorated for part-time employees).

(b) Sick leave benefits shall apply .only to bonafide cases of sickness and accidents of an employees on his scheduled work days. Reasonable proof of illness including a Doctor's Certificate maybe required by the Employer.

(c) All unused sick days shall be paid out in the month of October at 100% of employees current rate of pay.

24.13 The Company will provide prescription eyeglass coverage to all full-time and part-time employees and their dependents of one hundred and twenty five dollars (\$125.00) each two (2) years.

ARTICLE 25 - UNIFORMS

The Employer will provide the following to all regular full-time employees, on hiring and as required thereafter:

Full-time Truck Crews: Five (5) shirts
 One (1) hat and badge
 Two (2) jackets
 Two (2) pairs of trousers
 Two (2) ties
 One (1) winter jacket (drivers as required)

Casual Truck Crews: Three (3) shirts
 One (1) hat and badge
 One (1) jacket
 Two (2) pair of trousers
 One (1) tie

The Employer shall pay the cost of a bullet resistant garment to all employees to a maximum of three hundred dollars (\$300.00), every five years, (if required) providing the following requirements are met.

- (i) The bullet resistant garment must be of a style that an individual can wear beneath his uniform;
- (ii) A receipt for the full cost of the garment must be presented to the Employer.
- (iii) If the employee terminates employment within one (1) year of purchasing the vest, the employee must reimburse the cost of the vest back to the Company or return the vest.

ARTICLE 26 - GRIEVANCE PROCEDURE **AND** ARBITRATION

26.01 Any disagreement of difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled within the terms and conditions as set forth in this Agreement. If an employee is to be disciplined, a shop steward may be requested.

Step 1 - Any grievance of an employee shall first be taken up between such employee and the supervisor within seven (7) calendar days of such occurrence.

Step 2 - Failing settlement under Step 1, a grievance shall be taken up between the representative of the Local Union and the Supervisor.

Step 3 - Failing Settlement under Step 2, such grievance and any question dispute or controversy that is not of a kind that is subject to Steps 1 and 2, shall be taken up between the bargaining representative of the Union and a Company representative. (Such grievance shall be in writing and signed by the employee).

Step 4 - Failing settlement under Step 3, the matter will be taken up by the Board consisting of two (2) members selected by the Union and two (2) members selected by the Employer, which Board may resolve the grievance by Agreement and their decision shall be final and binding.

Step 5 - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral arbitrator whose decision will be final and binding.

Failing to agree upon a neutral arbitrator, the Federal Department of Labour will be requested to appoint a neutral arbitrator. The arbitrator, so selected or appointed, shall have the authority to adjust and settle the controversy submitted to him, but he shall be confined to the subject submitted for decision and may in no event, as part of any decision rendered thereon, impose upon either party any obligation which has not been agreed upon by the parties under the Terms of this Agreement or which may affect the reformation of this Agreement or any provision thereof. The decision of the arbitrator shall be made in writing and shall be final, conclusive, and binding on the parties to this

Agreement.

The cost of the arbitrator shall be borne equally by the EMPLOYER and the UNION.

The time limitations prescribed in this Article may be extended but only by mutual consent.

ARTICLE 27 - EMPLOYER DISCIPLINE

27.01 Employees will receive a copy of any written reprimand or warning letter placed on his/her file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's work history.

27.02 Reprimand notices will not be used for further discipline after one (1) year except if a reoccurrence of same or similar infractions exist within the year, Disciplinary measures of suspensions will not be used for further discipline after two (2) years except if a reoccurrence of same or similar infraction exists within the period of two (2) years. This article will not conflict with the Employee's Rule Book.

27.02 Information - Where the Union requires an explanation of reasons for discipline, hours of work, seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union.

27.03 Access to Employee's Personnel File - Employees covered by the Agreement will have access to their personnel file once per year upon written request by the employee involved during normal office hours.

ARTICLE 28 - WAGES

28.01 Wages shall be indicated in Appendix "B" of this Agreement.

ARTICLE 29 - EXPIRATION AND RENEWAL

29.01 This Agreement shall be effective from June 1, 1996, and shall remain in effect until June 30, 1999, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

APPENDIX "B"

WAGES

	Date of Ratification (June 1/96)	06/01/97	06/01/98
LEAD HAND /CUSTODIAN	13.55	13.55	13.69
CUSTODIAN	13.16	13.29	13.42
DRIVER	12.65	12.75	12.88
GUARD	12.40	12.50	12.63
INPLANT	9.00	9.18	9.36
ABM/ROUTE CASUAL	9.00	9.18	9.36
INPLANT CASUAL	8.00	8.16	8.32

ABM SERVICE SCALE

		Year 2	Year 3
ON PROMOTION	10.22	10.42	10.63
YEAR 1	10.42	10.63	10.84
YEAR 2	10.82	11.03	11.26
YEAR 3	11.03	11.25	11.48
JUNE 30, 1999			
NIGHT RATE	0.75¢		
LEAD HAND	0.76¢		
ABM CALL OUT	\$12.50/PER HOUR	PAGER \$11.00	
NIGHT ABM EMERGENCY ALARM	\$50.00		

IN WITNESS WHEREOF 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 Regina this 11th Day of October, 1996.

For the Chauffeurs, Teamster & Helpers Local 395

For Loomis Armored Car Service Ltd.

Ray Gergely

P. Ambrose

Smol

Robt

72K

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