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Robert
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"SOUTHERN ALBERTA"

INDEX

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CANADA

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SOURCE	FMCS		
EFF.	97	07	01
TERM.	2000	07	01
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	JFC		

THIS AGREEMENT entered into this 20th day of June, 1997

BETWEEN: LOOMIS ARMORED CAR SERVICE, LTD.
in Lethbridge and Medicine Hat

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: SOUTHERN ALBERTA ARMORED CAR ASSOCIATION
in the Province of Alberta

(Hereinafter referred to as the "Association")

PARTY OF THE SECOND PART

Preamble

It is the desire of the Employer and the Association 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.

Article I - Definitions and Recognition

1.01 (a) As condition of employment of employees except those excluded from the bargaining unit, Article 1, section 1.01, shall remain member of the Association for the life of this Agreement and all new employees shall become members of the Association within thirty (30) calendar days after their hiring date and so remain for the life of this agreement.

(b) The Employer shall deduct the Association initiation fee from all new employees during the month following the date of employment. Thereafter, the Employer shall deduct from all employees covered by the Collective Agreement, monthly Association dues, and assessments or equivalent in the amount certified by the Association to the Employer. Such deductions shall be remitted within ten (10) days of the end of each month, and made payable to The Southern Alberta Association and sent to the Association, in care of the Financial Secretary. Such monthly remittance shall be accompanied by a list of employees from whom deductions were made, giving particulars of those employees on lay-off, sick leave, compensation or who are no longer employed by the Employer.

(c) The Employer can only be held responsible for the actual deductions made for the Association, and the latter agrees to indemnify and same harmless the Employer 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.

(d) There shall be a maximum of, two (2) representatives of the association to represent the Collective Agreement and one (1) chairperson.

- 1.02 The term Employee as used in this Agreement shall apply to any person performing work covered in the classification listing of this Agreement, and excludes management and/or supervisory employees exercising management functions, sales, and office employees.
- 1.03 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 Association and the Employer shall immediately negotiate a classification and wage rate.
- 1.04 Regular full-time employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week.
- 1.05 Regular part-time employees are those part-time employees who are not regularly scheduled for or guaranteed forty (40) hours per week but are available to work for the Employer at all times and make the Employer their principal place of employment and who regularly work a minimum of thirty-five (35) hours per week not including short-term illness, W.C.B., leave of absence, vacation or overtime,

1.06 Casuals are employees not regularly scheduled for nor guaranteed work for the Employer at all times and who may make their principal place of employment elsewhere or who do not regularly work thirty-five (35) hours per week. Unless qualifications and ability are greater than other casual employees involved in the Classification, in scheduling or calling casual employees, preference in the available weekly hours of work shall be given to senior casual employees within their classification, insofar as this is consistent with their availability and willingness to perform the work.

(a) The Employer schedule will show the weekly shifts to be worked. Consistent with the first paragraph, senior part-time employees within a classification will be given the opportunity to work the weekly shift in the fewer number of days.

(b) Casual employees shall not be employed or scheduled to the extent that it results in the displacement of, or prevents the hiring of full-time or part-time employees.

(c) Casual employees are required to sign an availability list on a weekly basis. Failure to sign for and work a minimum of three (3) shifts per month will result in termination unless prior management approval has been attained.

(d) In extreme cases where there is not enough casual or part-time people to fill a shift and where the Employer's only course of action is to call in a full-time employee, this shall start at the top of full-time seniority list and work its way down.

(e) The Employer has the discretion to call whomever if any employee gives the Employer less than two (2) hours notice of not being at work.

1.07 Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred and twenty (120) calendar days from the date of hire. 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 full-time or part-time status.

- 1.08 The probationary period is defined as the initial one hundred and twenty (120) calendar day employment period of a new employee which provides for on-the-job training, adaptation, and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Employer, 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. Further, when an employee is promoted from casual to part-time or full-time, an employee must complete another one hundred and twenty (120) calendar day probationary period.

Article II - Management Rights

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

- 2.01 The right to hire, transfer, promote demote, classify, lay off, suspend, discharge, or otherwise discipline employees.
- 2.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 2.03 The right to utilize and/or hire casual 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.
- 2.04 The right to reduce overtime hours wherever and whenever possible.
- 2.05 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations within security regulations.

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

Nothing herein contained shall be construed to prevent management, sales, or office employees from performing bargaining unit work, in cases of emergency when no bargaining unit employees are available to perform such work, or when there is no revenue associated with the work, when training employees, when testing equipment or when repairing or transporting equipment.

Article III - Duration of Agreement

3.01. ~~This Agreement shall be in full force and effect from and including 9 1, 1997 to and including July 1, 2000~~ and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within three (3) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to a conclusion or renewal of a collective agreement or a new collective agreement.

3.02 The Association as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Armored Car industry and of the Employer's at all times while this Collective Agreement is in force.

Article IV - Grievance Procedure

4.01 It is the intention of the Parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.

4.02 Any disagreement or difference of opinion between the Employer and the Association or the employees covered by this Agreement, which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.

4.03 Any employee, the Association, or the Employer may present a grievance in writing. Any grievance which is not presented in writing within five (5) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties. Any grievance submitted shall clearly set forth the issues and contention of the aggrieved parties.

4.04 The procedure for the settlement of grievances shall be as follows:

If an employee has a grievance, he/she shall discuss the grievance with a Association member before submitting same to Step 1 of the grievance procedure.

Step I The Association shall submit the grievance to the immediate superior who shall give his written reply within five (5) working days to the Association. If a satisfactory settlement cannot be reached, then

Step II The employee, accompanied by the Association representative, shall submit the grievance to the line manager next in line of authority,

who shall give his reply within five (5) working days. If a satisfactory settlement cannot be reached, then

Step III The Association representative(s) shall submit the grievance to the Region Manager or designate who shall give his reply within working five (5) working days. If a satisfactory settlement cannot be reached, then

Step IV The matter shall be referred to the Board of Arbitration as established in Article V of this Agreement.

4.05 If a grievance has not progressed to the successive steps outlined above within seven (7) working days after the completion of the preceding step, then the grievance shall be considered as abandoned, and all rights of recourse to the grievance procedure will be forfeited.

4.06 The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties.

Article V - Arbitration

5.01 Failing a satisfactory settlement of a grievance at Step III of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing.

5.02 The Board of Arbitration shall consist of a single arbitrator designated by the Employer and the Association, who shall act as the Board of Arbitration.

5.03 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Department of Labour, who shall appoint the Arbitrator.

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

5.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

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

5.07 The expense of the Arbitrator shall be borne by the Employer.

Article VI - Leaves of Absence

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

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

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

However, no legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation, then it must be in accordance with Article VIII (8.01).

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

Leaves of absences will not be permitted in peak periods except for extraordinary exceptions i.e. weddings or funerals.

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

It is required that employees on sick leave advise the employer as to his availability to return to work with as much advance notice as possible for

scheduling purposes and preferably with a minimum of twenty-four **(24)** hours notice in advance of his availability.

6.04 In case of death in the immediate family, the regular full-time and part-time employee affected shall be granted compassionate leave of absence with pay 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. One of the three (3) days must be used to attend the funeral, four **(4)** days if 600 Km or greater.

6.05 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.

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

6.06 If an employee's spouse gives birth, the employee will be granted one (1) day paternity leave with pay.

6.07 The Employer will comply with the federal maternity leave requirements.

Article VII - Holidays

7.01 The following statutory holidays will be observed:

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

- 7.02 Eligible employees are those employees who are regular full-time employees and regular part-time employees regularly scheduled to work a minimum of thirty-five (35) hours per week, and have been employed in excess of thirty (30) calendar days.
- 7.03 An eligible employee will be entitled to pay for the above-noted holidays although no work is performed, provided such employee works on the regular schedule work days first preceding and next following such holidays. The Employer will recognize reasons advanced by the employee for absenteeism on the regular schedule work day preceding or following the holiday and if deemed reasonable/legitimate and a doctors note provided, in these cases holiday pay entitlement will be granted.
- 7.04 Holiday pay will be computed by multiplying the Employee's basic straight time hourly rate of pay by the number of hours worked in the employee's regular scheduled work day.
- 7.05 Employees who work on any of the above designated holidays will be paid for the time worked at the rate of time and one-half (1-1/2) the employee's basic straight time rate in addition to the holiday pay. Employees who work Christmas day will be paid for the time worked at the rate of two-times (2) the employee's basic straight time rate in addition to the holiday pay. During Christmas Day, pager call rate will be \$28.00 per call.
- 7.06 If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday, or a day's pay at the option of the Employer. The Employer will endeavour to grant the request of the employee as to this option. If the extra day off is required, the Employer will have the option to grant the day either before or after the start of the employee's designated vacation period.

Article VIII - Annual Vacations

8.01 No later than January 1st of each year, the Employer shall post a vacation list or lists on the bulletin board, and each employee shall in order of seniority, apply for his vacation on such list at a time same is desired, and such request must be completed by March 1st of each year. If an employee has not signed up by the designated time, he/she can be bypassed until the remaining full-time or part-time employees have signed up.

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. No employee will be bypassed without notice in writing from the Employer.

The Employer is not bound to permit more than one employee from Medicine Hat and Lethbridge off on vacation on each week of the year during the period January 1st to December 1st. The vacation period July 1st to September 5th will be limited to a maximum of two (2) weeks per employee. One employee will be permitted off during the period of December 1st to December 31st. Full-time and part-time employees will be eligible for the week off on a rotating basis, staff levels permitting. Management reserves the right to cancel vacation in December for operational requirements with a minimum of one weeks notice.

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.

8.02 Vacations - Service Requirements and Entitlement:
Effective January 1, 1980

a)	<u>Service Requirement</u> <u>(years)</u>	<u>Entitlement</u> <u>(weeks)</u>	<u>Hours of</u> <u>Pay</u>	<u>% of</u> <u>Earnings</u>
	One (1)	Two (2)	80	4
	Three (3)	Three (3)	120	6
	Eight (8)	Four (4)	160	8
	Fifteen (15)	Five (5)	200	10
	Twenty-one (21)	Six (6)	240	12

- b) Regular full-time and regular 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.
- 8.03 For the purposes of determining an anniversary year of employment to qualify a regular full-time or regular part-time employee for vacation and vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of fifteen hundred (1500) hours in the employee's anniversary year, the employee shall be eligible for vacation as set forth above. If an employee is off work more than six (6) weeks due to W.C.B. or W.I. the employee may elect to forfeit his/her vacation time *off to* the extent he/she does not have vacation pay.
- 8.04 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four (4) percent of the gross earnings he received while in the employ of the Employer. Casuals will be paid 4% holiday pay on their regular pay cheque.
- 8.05 In the event of a regular full-time or regular part-time employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%), 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.
- 8.06 Prior to an employee going on vacation or on an employees anniversary date, on request, a separate payroll cheque will be made up for vacation pay only in accordance with Articles 8.02 and 8.03 above.
- 8.07 Regular full-time and regular part-time employees who shall have worked less than fifteen hundred (1500) hours in their last anniversary year, will be paid the appropriate percentage of their gross pay; that is, 4%, 6%, 8%, 10%, or 12% based on their length of service, earned during their last completed anniversary year.
- 8.08 Casual employees shall receive vacations and vacation pay in accord with the minimum requirements of the federal labour standards.
- 8.09 Employees must take their earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned.

Article IX - Seniority

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

- a) Lethbridge
- b) Medicine Hat

The Employer shall immediately, and every six (6) months thereafter post seniority lists setting out the name, classification, and date of employment of all employees. Seniority for regular full-time and regular part-time employees shall be determined by the date on which such employees become regular full-time employees or regular part-time employees. Casual employees shall enjoy no seniority rights under the terms of this Agreement.

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

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

Demotion to lower classifications on the seniority list due to reduced work requirements of the Employer shall be made in reverse order of seniority. Casuals will be promoted to part-time or full-time status by date of hire providing they make Loomis their principal place of employment.

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 one hundred and twenty (120) calendar 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 on each of the seniority lists; that is, the last hired will be the first laid off and the last laid off will be the first recalled.

- 9.05 Whenever the guaranteed number of hours of work per week shall be regularly available to individual part-time employees in excess of the regularly scheduled work then guaranteed to regular full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, holiday, and night work, then the senior regular part-time employee on the appropriate list shall be promoted to a regular full-time employee.
- 9.06 (a) Regular full-time employees who have been demoted to the status of part-time employees shall hold top seniority among the part-time employees on their respective seniority list, shall have first call to assignments with greater earning opportunities up to the guaranteed hours per week and shall be the first in line for promotion to regular full-time status.
- (b) A supervisor will only be transferred to an hourly position due to economic reasons or the supervisor does not pass his/her probationary period.
- 9.07 An employee shall lose seniority in any of the following events:
- a) He is discharged for cause, or during his probationary period.
 - 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 one hundred and twenty (120) calendar days or longer.
 - g) He has been on lay-off for a period of six (6) months or longer

Article X - Job Posting

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.

Jobs will be posted by position. Seniority, qualifications and experience will be the criteria to select the successful candidate. The successful candidate will drop to the bottom of the seniority list. Employees desiring consideration for such a job shall then apply in writing within three (3) working days of such posting. The filling of such vacancy shall be in accord with the terms and conditions of Article IX (9.02) of this Agreement.

Article XI - Days and Hours of Work and Overtime

- 11.01 Regular full-time employees shall be guaranteed a minimum of forty (40) hours of work or the equivalent thereof in pay each week in five (5) consecutive days, 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. Regular full-time employees shall not be required to work split shifts. Regular full-time employees will be given preference on Monday to Friday work providing they are qualified and the schedule permits. A weekly schedule of work will be posted on Thursday of the previous week.
- 11.02 Holidays and special night work assignments shall be rotated among regular part time employees and casuals insofar as is practicable, provided however, in the event an insufficient number of regular part time and casual employees are available to work, the employer reserves the right to assign the junior regular part time, or casual employee to such assignment.
- 11.03 Casual employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each daily report to work. Regular full-time employees shall be guaranteed a minimum of eight (8) hours work or the equivalent thereof in pay for each daily report to work. Regular part-time employees will be guaranteed four (4) hours.
- 11.04 Any regular part-time employee who replaces a regular full-time employee on a scheduled eight (8) hour run for a period of one (1) day or more, shall receive the daily guarantee established for that regular full-time employee as set out in (11.03) above.
- 11.05 Regular full-time employees who shall be required to perform work on their scheduled day off shall be guaranteed therefore four (4) hours of work or the equivalent thereof in pay at one and one-half (1 1/2) times the regular hourly wage rate applicable to the classification to which they are assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week,

- 11.06 Any regular full-time or part-time 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 four **(4)** hours of work or the equivalent thereof in pay and shall be paid therefore at one-and-one-half (1 1/2) times the regular hourly wage rate applicable to the classification to which he is assigned on such work. Such hours shall not be included in the accumulated hours of work for that week.
- 11.07 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.
- 11.08 The hours shall be divided into fifteen (15) minute units. Any portion of fifteen (15) minute unit shall be paid for as fifteen (15) minutes.
- 11.09 Every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he shall be paid at one-and-one-half (1 1/2) times his regular hourly wage rate until such eight (8) hour period is over.
- 11.10 The regular hourly wage rates shall apply to the first forty (40) hours of work performed in any week or the first eight (8) hours of work in any day. **All** hours worked in excess of forty (40) weekly shall be paid at the rate of one-and-one-half (1 1/2) times the basic straight time hourly rate. **All** hours worked in excess of eight (8) daily shall be paid for at the rate of one-and-one-half (1 1/2) times the basic straight time hourly rate. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.
- 11.11 Casual employees will be permitted to work in any position.

If ABM or route (full-time or part-time) employees perform work in another classification they will be paid the classification rate of pay.

- 11.12 A weekly schedule of work, days *off*, starting times and run assignments for all regular full-time, regular part-time and casual employees will be posted on Thursday 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. All changes must be approved by the supervisor. Vacancies appearing in the assignment may be filled by casual employees.

Article XII - Lunch and Rest Periods

- 12.01 Employees shall be allowed a minimum of one-half (1/2) hour off to eat lunch on a shift which involves a lunch period. Such lunch period shall commence no earlier than three (3) hours after the start of the shift or 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 lunch outside of this period or is required to remain on the armored vehicle or on the Employer's premises during his lunch period such time shall be considered as time worked. When the work schedule is completed within eight (8) hours, payment to employees shall be limited to eight (8) hours of straight time.
- 12.02 **All** employees shall be allowed to take a fifteen (15) minute rest period during the first half of any shift and a rest period during the second half of any shift that is eight (8) hours or longer. Such rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armored car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer.
- 12.03 Over the road operations that exceed eleven (11) hours in duration will provide a supper allowance. Second day allowances will be in accordance with Article 12.04.
- 12.04 Arrangements will be made to establish meal allowances for over-the-road operations for breakfast, lunch and dinner according to the following schedule:
- a. Breakfast - \$6.00
 - b. Lunch - 9.00
 - c. Dinner - \$12.00

Article XIII - Employee Rule Book

- 13.01 The Employee 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. The procedures and rules set out in your employee handbook must be strictly abided by. Any employee not adhering to these regulations, will be subject to disciplinary action.

Article XIV - Pay Day and Pay Statements, Etc.

- 14.01 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.
- 14.02 The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time-and-one-half (1 1/2 or double time), the rate of wages applicable and all deductions made from the gross amount of wages.
- 14.03 When there is an error of short payment in excess of fifty dollars (\$50.00) this shall be corrected as soon as possible. Errors of less than fifty dollars (\$50.00) will be corrected on the following pay cheque.
- 14.04 Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.

Article XV - Compensation Coverage

- 15.01 When an employee is injured at work or goes on compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one week to see if he is able to do the job he held at the time of injury.
- 15.02 If, after that time, it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks notice.
- 15.03 If an employee is placed in a lower category on his return to work after having been on compensation and it is proven that his accident was due to faulty equipment that the injury occurred, and the employee was free of negligence in such incident, then the said employee shall be paid at the classified job rate of pay the employee held at the time of the injury. Such rate of pay will be reduced in proportion to any Workers Compensation benefit being received by such employee.

15.04 In the event of a disability injury on the job, a full-time employee will be entitled to a full day's pay, and a part-time employee will be entitled to his scheduled hours.

Article XVI - Medical Examinations

16.01 Any medical examination 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.
- b) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency, insurance or other appropriate agency to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

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

- a) The Employer shall notify the Association of the medical findings in respect to the employee. Should the Association or the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of one employee, the two **(2)** physicians shall select a medical consultant to examine the employee with respect to the dispute.
- c) The findings of the consultant shall be final and binding upon all parties.

- d) The remuneration of the consultant shall be borne by the Employer.
- e) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- f) The Employer will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be 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)
 - 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.

Article XVII - Truck Maintenance

- 17.01 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.
- 17.02 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 vehicle shall not be operated until the fault is corrected.
- 17.03 All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.

- 17.04 All units shall have adequate heaters, windshield wipers, and defrosters. Those trucks which do not have air conditioning units will have such equipment installed as soon as it is possible.
- 17.05 No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the drivers responsibility in checking his truck for gas, water, and oil and to see that it is in proper operating condition, nor in driving the vehicle to the proper place of maintenance and parking. This shall also not apply to changing of flat tires or making minor emergency repairs when away from the plant.
- 17.06 Employees shall immediately or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.
- 17.07 The employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Employer shall pay such fines.

Article XVIII - Traffic Tickets

- 18.01 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.
- 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.
- 18.03 Any ticket or citation received by employees because of mechanical default will be paid by the employer.

Article XIX - Gender

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

Article XX - Tools

20.01 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 XXI - Technological and Mechanical Changes

21.01 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.

21.02 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.

21.03 The Employer shall advise the Association 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 (21.01) above, and the matter shall immediately become a topic of discussion between the Employer and the Association particularly with regard to:

- a) The effect such changes will have on the number of employees within the bargaining unit.
- b) The probable effect on working conditions.
- c) Any changes in job classifications.

21.04 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 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.

21.05 In the event the Employer proposes the introduction of equipment in its operation requiring specialized training, the Employer agrees to give first opportunity to

employees then on the payroll by seniority and in the classification to operate the equipment and/or to train to operate the equipment provided the employee qualifies with the requirements. Training required by the Employer shall be paid for by the Employer.

Article XXII - Sanitary Facilities

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

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

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

Article XXIII - Safety and Health

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

Article XXIV - Association Notices

24.01 The Employer agrees to provide space that is readily accessible for the official Association notices of direct interest to the employees.

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 XXV - Training

25.01 The Employer may from time to time, provide employees an In-house Training Program, given outside of normal working schedules.

25.02 Participation **by** employees is compulsory and participating employees will be paid at their basic straight time hourly rate for all hours in attendance.

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

25.04 F.A.C.'s and Drivers Abstract will be paid by the employer providing the permits are renewed prior to the expiry date. New hires will be responsible for the initial F.A.C. and Drivers Abstract.

Article XXVI - Equal Opportunity

26.01 The Association and Employer agree that no person will be refused employment or in any manner be discriminated against in accordance with the Canadian Bill of Rights.

Article XXVII - Discipline

27.01 Any discipline action will remain on the employees file for two years at which time it will be removed provided no reoccurrence of served incident has occurred. Employee and Association will receive a copy of written reprimands or warning placed on employee file.

Article XXVIII - Pension, Health and Welfare

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

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

All regular full-time employees and regular part-time employees at December 31st, 1986 will be deemed members of the Employer pension plan.

The Employer will forward all changes to the Pension Plan by April 1st, 1991. These changes will include early retirement at age sixty (60) with fifteen (15) years service and an increase in the Employer contribution.

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

- 28.03 The Employer will provide the Alberta Health Care Plan for full-time and part-time employees.
- 28.04 The Employer will provide for regular full-time and regular part-time employees, who have completed probation, a Dental Plan for such eligible employees and their eligible dependents.
- 28.05 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.
- 28.06 Full-time and part-time employees who shall be unable to work due to non-service connected sickness or injury shall be granted sick leave at the rate of eight (8) hours per day. For full-time employees and on a pro-rated basis for part-time employees, for each scheduled day of work in which the employee shall be unable to work to a maximum of six (6) days during the period December 1 through November 30 each year.

It is understood that sick leave is non-accumulative and that if not used during the period December through November, it shall be paid *out* in December of each year at which time a further six (6) days will be credited to each eligible employee's account. Employees must be employed on December 1st to be paid out.

- 28.07 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. weekly maximum for the first fifteen (15) weeks, An increase in the maximum payment will be automatic in accordance with the U.I.C. standard.
- 28.08 The Employer will make available to eligible employees a Long Term 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 \$300.00 per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short term disability claim.
- 28.09 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.
- 28.10 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 salary.

- 28.11 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.
- 28.12 The Employer agrees to provide all employees with current details and information covering all employee benefit programs for which employees covered by this Agreement are entitled to participate.
- 28.13 The employer agrees to provide full-time and regular part-time employees and their dependants, eyeglass coverage of one (1) pair of glasses each two (2) years to a maximum of one hundred and twenty five (\$125.00) dollars.

Article XXIX - Clothing

- 29.01 a) The Employer shall furnish and pay for uniform equipment for employees as required. The style, type and quantity of specific items shall be determined by the employer. Such uniform shall remain the property of the Employer. Such uniform shall remain the property of the Employer. **All** uniform items, including shirts, shall be replaced on a one (1) for one (1) basis, only when deemed appropriate by management. The Employer shall direct the appropriate code of uniform dress, including when hats and ties shall be worn. Items of uniform equipment must be returned to the Employer upon termination of employment. No employee shall possess more than five (5) shirts and pants.
- b) Employees are responsible for cleaning all washable uniform items.
- 29.02 The Employer shall reimburse full-time and part-time employees for fifty percent (50%) of the cost of an approved bullet resistant vest to a maximum of three hundred and fifty (\$350.00) dollars. A list of approved vests appears in NUJ Standard 0101.03.

Casual employees will be entitled to the same benefit providing they remain in the employ of Loomis Armored Car Service Ltd. for a twelve (12) month period from the date of purchase. Vests will be replaced when worn out.

29.03 A pair of boots will be provided to full-time and part-time employees required to wear safety boots, when necessary. The Employer will reimburse to a maximum of \$90.00 for the boots. Employees must return the old boots before receiving the new boots.

29.04 Employees will be permitted to grow a beard only once per each three (3) years. If our employee chooses to grow a beard they must comply with the rule book and pay \$15.00 for the administrative cost in changing the I.D. and picture signature list.

Article XXX - Classifications and Wage Rates


Effective July 1, 1997

<u>Wages</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Armored Car			
Custodian	\$16.07	\$16.31	\$16.55
Driver	\$15.21	\$15.44	\$15.67
ABM/Night Run			
Lead Hand (Medicine Hat)	\$14.28	\$14.49	\$14.71
Service Clerk	\$13.77	\$13.98	\$14.19
Casual			
Casual	\$ 9.69	\$ 9.83	\$ 9.98
Probation	\$ 9.18	\$ 9.32	\$ 9.46
To carry Pager	\$26.00 (including first call-out)		
Pager call-out	\$14.00 (after the first call-out)		

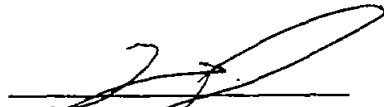
IN WITNESS WHEREOF the Part of the First Part has hereunto affixed its signature(s) and the Party of the Second Part has hereunto affixed its signature(s).

Dated at Lethbridge, Alberta this 20th day of June, 1997

FOR THE EMPLOYER



R. Armstrong

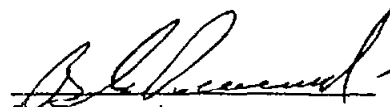


B. Myziuk

FOR THE ASSOCIATIONS



I. Carleton



B. Peacock