

**Y EMPLOYEES COLLECTIVE AGREEMENT**

**BETWEEN:**

**ALLIED SYSTEMS (CANADA) COMPANY**

**(hereinafter referred to as the "Employer")**

**-AND-**

**TEAMSTERS LOCAL UNION 938,  
affiliated with the International Brotherhood of Teamsters,  
for security employees in Essex County.**

**(hereinafter referred to as the "Union")**

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## ARTICLE 1 RECOGNITION

### SECTION 1.01

The Employer recognizes the Teamsters Local Union **938** as the sole collective bargaining agent for all security employees of Allied Systems (Canada) Company in Essex County, excluding foremen and provincial road yard supervisor, those above the rank of foreman and provincial road yard supervisor, driver trainer, confidential secretary, secretary to the personnel manager, sales staff and employees covered by a subsisting Collective Agreement.

### SECTION 1.02

Employer personnel excluded from the bargaining unit shall be posted by name and title on a bulletin board so that the employees in the bargaining unit will be knowledgeable of same and the Union office will be provided with a copy of such posting.

### SECTION 1.03

It is agreed that neither party to this Agreement shall enter into any agreement or contract with employees which conflicts with the terms and provisions of this Agreement.

### SECTION 1.04

The Union as well as all members thereof agree at all times as fully as it can be in their power to further the interests of the Automobile Transporting Industry and of the Employer.

## ARTICLE 2 UNION            RITY

### SECTION 2.01

All employees under the scope of this Collective Agreement shall, as a condition of employment, become members of the Union and authorize the Employer on a form provided by the Union, to deduct from the first pay of each month, the Union's monthly dues and remit such amounts to the head office of the appropriate Local Union. The Employer shall send a list of names, which shall include surname and Christian names, of those employees from whom such deductions have been made and names of those employees for whom deduction was not made for the first time, including all reasons why employees have not been so deducted, not later than the 10th day of the month following the month in which such deductions are made. The Union will supply the Employer with "Application for Union Membership, Union Deduction Authorization" forms which shall be completed by all employees prior to the commencement of employment and the Employer **will** forward the completed membership cards to the appropriate Local Union as notification of employment.

## SECTION 2.02

Unless the Employer is otherwise notified by the appropriate Local Union prior to the completion of the employee's probationary period, an employee shall, as a condition of continued employment, authorize the Employer to deduct an amount equal to the Local Union's initiation fee in installments of \$25.00 (twenty-five dollars) per month after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Employer agrees to remit such monies so deducted to the head office of the appropriate Local Union along with a list of the employees for whom the money was deducted at the same time as the Union dues are remitted. The Union will notify the Employer in writing of any arrears in regular monthly dues or initiation or re-initiation fees and the Employer will, the following pay period, commence deductions in amounts prescribed by the Local Union in such written notice and forward such money to the appropriate Local Union along with the monthly dues provided for above. If an employee is absent and has not sufficient pay to his/her credit, his/her Union dues shall accumulate and shall be deducted upon his/her return to work, not to exceed one months dues per week unless otherwise notified in writing by the Local Union.

## SECTION 2.03

The Employer shall show the annual Union monthly dues deductions on the employee's T-4 slips.

## 4 **SECTION 3 STEWARDS**

### SECTION 3.01

The Employer recognizes the right of the Union to appoint one steward and, if operations are such as cannot be covered by one steward, additional committeemen may be appointed. It shall be the steward's duty to process grievances as outlined in the terms of this Agreement. His/her duty as steward shall in no way conflict with his/her other duties.

### SECTION 3.02

The Union shall inform the Employer in writing of the names of the stewards and of subsequent changes in the names of the stewards. The Employer shall not be required to recognize any of the above until such notification from the Union has been received.

### SECTION 3.03

Should there be any cause to suspend or discharge a steward, the Employer shall, in every case, notify the Local Union and the steward in writing so that the Local Union is in receipt of such notification before such suspension or discharge.

## ARTICLE 4 MANAGEMENT FUNCTIONS

### SECTION 4.01

The Union recognizes that the Employer has the exclusive right to manage the business and to exercise all of the customary prerogatives of management except those specifically delegated to the Union in this Agreement.

## ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

### SECTION 5.01

- (a) A grieving employee must present a grievance in writing, dated and signed, with a statement of the facts complained of to the Manager or an official of the Employer. No grievance will be considered by management if it is not received within five (5) working days from the date of the violation or five (5) working days from the date the alleged violation became known to the grievor.
- (b) The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences.
- (c) In the event the Union or the Employer has a grievance, it shall be the responsibility of the grievor to advise the other within five (5) working days of the alleged violation of the Agreement and by such notification arrange a meeting within a further five (5) working days between the General Manager or his/her designate and a duly accredited principal officer of the Local Union or his/her designate.

Should the grieving party fail to reach a satisfactory settlement, the final settlement shall be referred to a Board of Arbitration.

- (d) If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an Arbitration Board consisting of three (3) members - one (1) designated by each of the parties and a third designated by those two. The decision of a majority of this Board shall be final and binding upon the parties hereto. The compensation of the third member shall be borne equally by the Employer and the Union. If the two cannot agree on a third party, the appropriate Minister of Labour shall be asked to appoint a Chairman.
- (e) The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. Where an Arbitration

Board finds that the Employer has violated the Agreement and such violation has resulted in loss of earnings for the employee or employees concerned, such Arbitration Board shall have the right to direct compensation for such employee or employees.

- (f) The parties may by mutual agreement appoint a single arbitrator in place of an arbitration board. The single arbitrator will have the same powers as those of an Arbitration Board as set out in Section **5.01** (e).
- (g) Any employee when called into the Employer's office for any discussions concerning disciplinary actions or a grievance may, upon request, be accompanied by a steward and/or Business Representative.
- (h) Officers of the Local Union and/or Business Representatives shall be allowed, upon notification, to enter the Employer's premises to deal in the administration of the Agreement providing they do not interfere with the normal operations of the Employer.
- (i) **All** monetary grievances that are mutually agreed upon shall be paid the following pay day by separate cheque.
- (j) If, at any time during the above mentioned steps, the grievance has not been processed by the grievor, his/her representatives or agents in accordance with the time limits as prescribed, the grievance shall be deemed to have been withdrawn.

#### SECTION 5.02

The Employer shall not discipline an employee without prior warning unless the circumstances justify immediate discharge and shall not impose disciplinary penalties which are unreasonable or unjust. In the event of a claim that any employee has been discharged or disciplined unjustly or unreasonably, the claim shall be subject to the grievance and arbitration procedure provided in this Agreement.

#### SECTION 5.03

Before submitting the grievance to arbitration, the dispute may, by mutual agreement, be brought to the attention of the Canadian Joint Grievance Panel established for this purpose by the Companies and the Local Unions. This Committee will render a decision unless it is deadlocked which shall be final and binding and have the same powers as a Board of Arbitration established under Section **5.01**. In the event that the Canadian Joint Grievance Panel is unable to render a majority decision, the grieving party must within seven (7) days from the date the Canadian Joint Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Section **5.01** of this Agreement.

ARTICLE 6 STRIKES AND LOCKOUTS

SECTION 6.01

During the term of this Agreement, there shall be no lockout by the Employer or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

SECTION 6.02

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a picket line, providing the Local Union notifies the Company in writing that a legal strike is in progress.

ARTICLE 7 SENIORITY

SECTION 7.01

The purpose of seniority ~~is~~ to provide a policy governing layoffs and rehiring. Seniority shall be terminal wide. The Employer shall prepare a terminal seniority list. One copy of the list shall be furnished to the Union and one copy shall be posted in a conspicuous place at the terminal. Employees hired after the signing of this Agreement shall be placed on the seniority list after the completion of a thirty (30) day calendar day probationary period.

Operations established or introduced within a fifty-mile **(50)** radius shall be considered one terminal for the purpose of seniority application.

SECTION 7.02

In all layoffs and recalls, the Employer shall consider the seniority of the employees within the terminal and their ability and qualifications to perform the work required. If the ability and qualifications expressed above are relatively equal, then seniority shall be the determining factor.

When an employee ~~is~~ to be recalled after layoff, the Employer shall notify such employee by registered mail sent to the last address given to the Employer by the employee. The employee shall report back to work no later than seven **(7)** calendar days after notification by registered mail addressed to their last known address.

Unless the Employer otherwise agrees in writing to a further period of **time**, failure of employees to **comply** with the above conditions is cause for their immediate termination from employment as provided in Section **7.05 (c)**.

### SECTION 7.03

In filling a job vacancy, the Employer shall consider the seniority of the employees within the terminal and their skill, ability and qualifications to perform the work required. If their skill, ability and qualifications expressed above are equal, then seniority will be the determining factor. The Company shall post all job openings.

### SECTION 7.04

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 to.

It is understood that maternity leave of absence shall be granted in compliance with the Canada Labour Code,

### SECTION 7.05

An employee's employment shall be terminated for any of the following reasons:

- a) If the employee voluntarily quits;
- b) If the employee is discharged and is not reinstated pursuant to the conditions of the complaint and grievance procedure as provided in this Agreement;

(NOTE: The discharge of a probationary employee shall not be subject to the grievance procedure).

- c) If the employee has been laid off and fails to return within seven (7) calendar days after being notified by the Employer to do so by registered mail addressed to the employee's last known address;

(NOTE: It shall be the employees' responsibility at all times to keep the Employer informed as to their home addresses).

- d) If an employee overstays a vacation or a leave of absence granted by the Employer without securing an extension in writing of such vacation or leave of absence;
- e) If an employee accepts employment other than that agreed upon between the Employer and the Union while on a leave of absence;
- f) If an employee is absent from work for more than three (3) consecutive shifts without prior authorization from the Employer, without a reason acceptable to the Employer or due to circumstances beyond the employee's control;



(NOTE: It is agreed that seniority shall not be lost hereunder if an employee is absent due to bona fide illness or injury provided the Employer is notified as soon as possible and such illness or injury is properly medically documented. The employee shall notify the Employer when he/she is able to return to work).

**g)** If an employee is laid off for a period in excess of twenty-four **(24)** consecutive months.

## ARTICLE 8 GENERAL

### SECTION 8.01

The Employer agrees to permit posting of any notice of Union meetings or Union bulletins or functions on a bulletin board conspicuously placed and provided for that purpose. The Employer shall have the right to approve all notices before posting except those dealing solely with the Union meetings.

### SECTION 8.02

Employees shall be paid by direct deposit on the Thursday following the completion of the weekly pay period. If a General Holiday falls on a Friday, the Employer will make every effort to deliver the pay by Wednesday.

## ARTICLE 9 HOURS OF AND OVERTIME

### SECTION 9.01

The standard work week shall be forty **(40)** hours per week comprised of five **(5)** consecutive days of eight **(8)** hour shifts for security guards.

All hours worked in excess of eight **(8)** in any one shift of forty **(40)** hours in any one week shall be paid at the rate of time and one-half the regular hourly rate.

The call-in guarantee for security guards shall be four **(4)** hours . If an employee is late in reporting for work, the call-in guarantee shall be reduced by the amount of the lateness.

### SECTION 9.02

Employees shall be entitled to rotate shifts at their particular location. The method of rotation shall be set out in a memorandum agreed to by the parties.

Shifts arranged by the parties and set out in the memorandum will not be changed without one (1) weeks notice by the Company.

This does not prohibit the Employer from assigning work at overtime rates before or after an employee's regular shift to cover vacancies created by sickness and other such emergencies.

### SECTION 9.03

In a week in which General Holidays occur, the work week shall be reduced by the number of hours paid for each such holiday. **All** hours worked during the week in excess of the regular hours so reduced shall be paid for at the rate of one and one-half **times** the regular hourly rate.

### SECTION 9.04

There shall be no duplication or pyramiding of provisions or pay under this Agreement. Where two or more provisions respecting premium pay apply, the highest will be paid.

### SECTION 9.05

All employees shall receive seven (7) days notice of layoff or one (1) weeks pay in lieu thereof.

### SECTION 9.06

Overtime beyond the regular work week shall be offered in order of seniority to qualified employees who normally perform the work.

## ARTICLE 10 WAGES AND CLASSIFICATIONS

### SECTION 10.01

The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and hourly rates applicable thereto as set forth in Appendix "A" to this Agreement.

## ARTICLE 11 JURY DUTY

### SECTION 11.01

Employees required to serve on Jury Duty or as a Crown Witness shall be given the necessary time off. The Employer agrees to pay the employees their regular pay during such absence. If employees are released from Jury or Witness Duty prior to four (4) hours before the end of their shift, they must report for work.

## SECTION 12 BEREAVEMENT LEAVE

### SECTION 12.01

Should a death occur in the immediate family of an employee who has completed his/her probationary period (immediate family being limited to father, mother, spouse, current common law spouse, brother, sister, step-parents, step-soddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grand-parents, grand-children, grand-parents-in-law, legal guardian), the employee must notify the Employer of the bereavement and upon such notification, the Employer shall grant the employee three (3) days off with pay at the employee's regular rate.

A leave of absence without pay will be granted should the employee require more than three (3) days off.

## ARTICLE 13 COST OF LIVING

### SECTION 13.01

Employees shall receive a Cost of Living Allowance over and above their basic hourly rate.

### SECTION 13.02

The amount of the Cost of Living Allowance shall be determined as set out herein on the basis of the Consumer Price Index for Canada as established and released by Statistics Canada (herein called the "Index") and on the basis of the Index for **1992** being **100**. Continuance of the Cost of Living Allowance shall be contingent on the availability of the Index calculated on the same basis and in the same form as that published at the commencement of this Agreement. No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in any published Index. In the event Statistics Canada shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

### SECTION 13.03

- (a) **The first** Cost of Living Allowance adjustment shall be determined effective June 1, **2003** based on the difference between the base Index figure for December, **2001** and Index figure for December, **2002** provided the increase is in excess of three per centum **3%**.
- (b) The adjustment for the first Cost of Living Allowance shall be for every one per centum **(1%)** increase in the index in excess of three per centum **(3%)** of the base index as follows:
  - i) for employees paid on an hourly rate basis ten cents **(\$0.10)** per hour;

#### SECTION 13.04

- (a) The second Cost of Living Allowance adjustment shall be determined effective June 1, **2004** based on the difference between the base Index figure for December, **2002** and the Index figure for December, **2003** provided the increase is in excess of three per centum (3%).
- (b) The adjustment for the second Cost of Living Allowance shall be for every one per centum (**1%**) increase in the index in excess of three per centum (3%) of the base Index as follows:
  - i) for employees paid on an hourly rated basis ten cents (\$0.10) per hour;

#### SECTION 13.05

The third Cost of Living Allowance adjustment shall be determined effective June **1, 2005** based on the difference between the base Index figure for December, **2004** and the Index figure for December, **2005** provided the increase is in excess of three per centum (3%).

- (b) The adjustment for the second Cost of Living Allowance shall be for every one per centum (1%) increase in the index in excess of three per centum (**3%**) of the base Index as follows:
  - i) for employees paid on an hourly rated basis ten cents (**\$0.10**) per hour;

#### SECTION 13.06

The fourth Cost of Living Allowance adjustment shall be determined effective June **1, 2006** based on the difference between the base Index figure for December, **2004** and the Index figure for December, **2005** provided the increase is in excess of three per centum (3%).

- (b) The adjustment for the second Cost of Living Allowance shall be for every one per centum (1%) increase in the index in excess of three per centum (3%) of the base Index as follows:
  - i) for employees paid on an hourly rated basis ten cents (**\$0.10**) per hour;

#### SECTION 13.07

The amount of any Cost of Living Allowance in effect at any time shall not be incorporated in the basic hourly rate, but shall be paid for all hours actually worked for which the hourly rate is paid pursuant to the terms of this Agreement.

**ARTICLE 14 GENERAL HOLIDAYS**

**SECTION 14.01**

The General Holidays shall be designated as follows:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

- (a) Effective during the term of this Agreement there shall be three (3) float holidays, which must be taken in each contract year as mutually agreed to by the Company and the Union. This will bring the total paid holidays to twelve (12) per year.

**SECTION 14.02**

Employees shall be paid their regular pay for the above-mentioned holidays providing:

- 1) They have been in the employ of the Company for thirty (30) calendar days;
- 2) They are available for work the shift immediately preceding and immediately following a general holiday.

General Holidays and vacations are considered as time worked.

**SECTION 14.03**

If an employee is required to work on one of the General Holidays as listed above, he/she shall be paid for such time worked at the rate of double the regular hourly rate of pay for all hours worked between 12.01 am and 12 midnight;

This pay shall be in addition to the General Holiday pay as set out in Section 14 (2).

## ARTICLE 15 VACATIONS WITH PAY

### SECTION 15.01

Employees with less than one year's employment by November 30 in any year shall receive vacation pay in accordance with the Canada Labour Code.

### SECTION 15.02

Employees who have completed one (1) year's employment by November 30 in any year shall receive two (2) weeks vacation with pay.

### SECTION 15.03

Employees who have completed five (5) years of continuous employment by November 30 in any year shall receive three (3) weeks' vacation with pay. However, ~~if~~ an employee has not completed the fifth year of continuous employment when taking their vacation, the pay for the third (3rd) week shall be delayed until the fifth (5th) anniversary date of employment.

### SECTION 15.04

Employees who have completed ten (10) years of continuous employment by November 30 in any year shall receive four (4) weeks' vacation with pay. However, if an employee has not completed the tenth (10th) year of continuous employment when taking their vacation, the pay for the fourth (4th) week shall be delayed until the tenth (10th) anniversary date of employment.

### SECTION 15.05

Employees who have completed fifteen (15) years of continuous employment by November 30 in any year shall receive five (5) weeks' vacation with pay. However, if an employee has not completed the fifteenth (15th) year of continuous employment when taking their vacation, the pay for the fifth (5th) week shall be delayed until the fifteenth (15th) anniversary date of employment.

### SECTION 15.06

Employees who have completed twenty (20) years of continuous employment by November 30 in any year shall receive six (6) weeks' vacation with pay. However, if an employee has not completed the twentieth (20th) year of continuous employment when taking their vacation, the pay for the sixth (6th) week shall be delayed until the twentieth (20th) anniversary date of employment.

#### SECTION 15.07

Employees who have completed twenty-five (25) years of continuous employment by November 30 in any year shall receive seven (7) weeks' vacation with pay. However, **if** an employee **has** not completed the ~~twenty-fifth~~ (25th) year of continuous employment when taking their vacation the pay for the seventh (7th) week shall be delayed until the ~~twenty-fifth~~ (25th) anniversary date of employment.

#### SECTION 15.08

- a) Vacation pay for those enjoying two (2) weeks', three (3) weeks', four **(4)** weeks', five **(5)** weeks', ~~six~~ (6) weeks', and seven (7) weeks' vacation with pay annually shall be calculated at four per centum (4%), ~~six~~ per centum (6%), eight per centum (8%), ten per centum **(10%)**, ~~twelve~~ per centum (12%), fourteen per centum **(14%)** respectively of their total earnings for the previous year.

#### SECTION 15.09

Employees who are qualified for two **(2)**, three **(3)**, four **(4)**, five **(5)**, six (6), or seven (7) weeks' vacation and who sever or have severed their employment after they become qualified for two (2) weeks', three (3) weeks', four **(4)** weeks', five **(5)** weeks', ~~six~~ (6) weeks' or seven (7) weeks' vacation as the case may be, shall receive at the date of severance or as soon as reasonably possible thereafter, vacation pay computed at the rate of four per centum (4%), ~~six~~ per centum (6%), eight per centum **(8%)**, ten per centum (10%), twelve per centum **(12%)**, or fourteen per centum **(14%)** respectively of their earnings in the current vacation year.

#### SECTION 15.10

Any of the General Holidays as listed in Section 14.01 falling within an employee's annual vacation period, will be paid for at the rate of normal day's pay as set out in Section 14.02, provided the employee is qualified for General Holiday pay in accordance with Section 14.02. An employee shall be entitled to an extra day's vacation for any of the General Holidays occurring within the vacation period, the pay for which shall be subject to the above condition.

#### SECTION 15.11

The choice of vacation period shall be by seniority in each department and the Employer guarantees that all employees wishing to take their vacation during the months of May, June, July, August and September shall be allowed to do so. In preparing the vacation schedule, the Employer will have each employee sign for the time they would like for their vacation. The final vacation schedule shall be posted by the Employer not later than April 1st of each year. Summer vacation periods shall be May, June, July, August and September inclusive. Employees qualified for more than three (3) weeks' vacation will be restricted to three weeks' during the recognized summer periods. It shall be compulsory for all employees to take their vacation between March 1st and the end of February. Vacation periods will be allotted giving preference to senior employees provided it does not conflict with management's right to maintain an efficient work force.

#### SECTION 15.12

Vacation pay shall be computed ending June each year and paid to employees not later than July 15th. Employees going on vacation prior to July 15th shall receive pro-rated vacation **pay**.

### ARTICLE 16 HEALTH AND WELFARE

#### SECTION 16.01

The Company will provide and bear the **full** cost of the Ontario Health Insurance Plan (O.H.I.P).

To be eligible for payment an employee must:

- 1) have been in the employ of the Company for thirty (30) calendar days;
- 2) have not been laid off for a period longer than thirty (30) calendar days;
- 3) have not been absent from work due to sickness or injury for a period longer than **six** (6) months.



**SECTION 16.02**

Effective June **1, 2002** the Company shall provide the following benefits:

- 1)** \$30,000 - Life Insurance
- 2)** \$30,000 - Accidental Death and Dismemberment
- 3)** Dependant Life Insurance
  - a) \$5000 - for spouse
  - b) \$5000 - for each child
- 4)** Major Medical
  - a) Prescriptions - **100%**
  - b) Eye Glasses - **\$250.00/24** month period
  - c) Extended Health - subject to policy
- 5)** Dental
  - a) Dental coverage - **100%** (as per the **2000** ODA fee guide)
  - b) Orthodontist coverage - **50%**, subject to **Policy**

**4**      **1 DURATIC**

**SECTION 17.01**

This Agreement shall become effective June **1, 2002** and shall remain in full force and effect until May **31, 2007**, and annually thereafter in the event either party fails to give notice of their desire for amendments within the last sixty (60) days of the term of this Agreement.

This Agreement shall be binding on the parties hereto, their successors, administrators, executors and assigns.

SIGNED AT MISSISSAUGA, ONTARIO

FOR THE UNION

*Art Furtado*

FOR THE COMPANY

*JMF*

THIS 5<sup>th</sup> DAY OF June, 2003

**APPENDIX "A"**

**ALLIED SYSTEMS( SECURITY GUARDS - ESSEX COUNTY)**

**Wage Rates:**

<b>Current Rate</b>	<b>\$12.00/hr.</b>
<b>Effective June 7, 2004</b>	<b>\$12.40/hr.</b>
<b>Effective June 6, 2005</b>	<b>\$12.70/hr.</b>
<b>Effective June 5, 2006</b>	<b>\$13.00/hr.</b>

**APPENDIX "B"**

**Should there be a reduction in security personnel, those security guards employed by *Allied* Systems shall be the last to be affected.**

**When operating at a facility for an extended period, the Company will provide toilets and shelter, whenever reasonably possible.**