

# COLLECTIVE AGREEMENT

Between

**B & L SECURITY PATROL (1981) LTD.**  
(hereinafter referred to as the "Employer")

And

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW - Canada) LOCAL 114  
(hereinafter referred to as the "Union")**



May 1, 2009 to April 30, 2012

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## **PREAMBLE**

The purpose of this agreement is as follows:

- (a) establish the terms and conditions of employment for those employees within the scope of this Agreement;
- (b) settle such terms and conditions in a manner which is conducive to stable and harmonious relationships between the Employer, the Union and such employees;
- (c) provide an amicable, just and prompt procedure for the settling of all grievances without strikes, lockouts, waste, unnecessary expense, or delay in carrying out the most efficient and effective operations of the Employer's business;
- (d) establish a system equitable to the Employer, the Union and such employees, for the promotion, transfer, layoff and recall of such employees; and
- (e) recognize mutually the respective rights, responsibilities and functions of the Employer, the Union and such employees.

## **ARTICLE 1 - DEFINITIONS**

### **1.01 Bargaining Agency**

The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certification Order.

### **1.02 Employee**

The term employee as used in this Agreement shall apply to any person performing work in any job classification which is covered by the Certification Order and/or this Agreement.

### **1.03 New Classifications**

In the event that an employee performs work covered by the Certification Order and/or this Agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall immediately negotiate a classification and wage rate. Failing agreement by the Parties, the matter shall be referred to a Board of Arbitration as provided for in this Agreement, which Board shall have the power to establish such classification and rate.

### **1.04 Regular Employees**

Are those employees who regularly work scheduled shifts.

### **1.05 Casual Employees**

Are those employees who do not work regularly scheduled shifts.

### **1.06 Probationary Employees**

All employees commencing work for the Employer, except students (who shall be limited to 4 months' employment in a calendar year), shall be on probation until they have completed four hundred eighty (480) accumulated hours actually worked or one hundred twenty (120) calendar days from the date of hire, whichever comes first, after which time they shall become a regular employees if, in the Employer's sole discretion, they have performed competently and are suitable for continued employment. The Employer and the Union acknowledge and agree that such competence and suitability, rather than just cause, constitute the criteria for successful completion of the probationary period.

Upon successful completion of the probationary period, the employee will have his/her seniority calculated from the first day of work. The probationary period may be extended only by mutual agreement between the Employer and the Union in writing, for a specified period of time.

### **1.07 Location**

Shall mean only those places of business of the Employer which are specified in the Canada Industrial Relations Board's Certification Order.

### **1.08 Emergency**

To be defined throughout this Collective Agreement as, "unexpected adverse road or traffic conditions or inclement weather or mechanical failure or any other circumstance beyond the Employer's control including unexpected changes in customer requirements."

### **1.09 Working Days**

For the purposes of the grievance procedure working days are defined as Monday to Friday.

## **ARTICLE 2 - DURATION OF AGREEMENT**

### **2.01 Duration of Agreement**

This Agreement shall be in full force and effect from and including May 1, 2009 to and including April 30, 2012 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement within four (4) 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.

### **2.02 Full Force and Effect**

Should either Party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

### **2.03 Industry/Employer Interests**

The Union as well as the members thereof, agree to further the interests of the armoured car industry and of the Employer at all times while this Collective Agreement is in force.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Right to Hire**

The Union recognizes the right of the Employer to hire whomever it chooses, subject to the seniority provisions contained herein.

### **3.02 Union Membership Condition of Employment**

All employees covered by the Union Certification Order must become and remain members of the Union in good standing as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, at any time, to be a member of good standing in the Union, the Employer shall upon written notification from the Union, discharge such employee.

It is understood that all employees who have signed or who sign a Union Membership application card prior to or at the commencement of the ratification meetings shall be entitled to vote. It is agreed that for the purpose of ratification only Jeff Goodrich and Dave Goodrich are excluded from the ratification process. It is understood that Jeff and Dave Goodrich are employees in the bargaining unit in accordance with their respective seniority.

### **3.03 New Employees Introduced to the Union**

When the Employer hires new employees the following procedures will be adhered to within the first week of employment:

- (1) The Employer will provide the new employee with the name, address and any listed telephone number of the Location Shop Steward, a copy of the Collective Agreement and the Union Application Form and Dues Check Off Authorization;
- (2) The Employer will inform the Location Shop Steward and the Local Union office, via fax or post, of the name, address and such telephone number of the new employee.
- (3) The Location Shop Steward, or their designate, will be allowed up to thirty (30) minutes on Employer paid time, out of earshot of the Management, to spend with new hires to orient them to the Union.

### **3.04 Paid Bargaining Time**

The Employer and the Union agree to share equally the straight-time hourly wage rate for a maximum of two regular employees on the Union's Bargaining Committee, for time spent in collective bargaining, so long as such employees would otherwise have been scheduled to work, and provided that the Union has given no less than one week's written notice naming the employees and giving the specified date/s for such time away

from normal work. It is understood that when bargaining dates are set at the bargaining table notice is deemed to have been given. The Employer shall pay fifty percent (50%) of costs associated with meeting rooms used exclusively for bargaining.

#### **ARTICLE 4 - DEDUCTION OF DUES, ETC.**

##### **4.01 Deduction of Union Dues**

The Employer will deduct monthly from the pay of each employee covered by this Agreement all regular Union dues as determined under the Union Constitution and By-laws and will transmit the total amount so deducted to the Union and will submit an address and phone list of all employees. All Union dues shall be paid to the Party entitled thereto not later than fifteen (15) days after such deductions are made.

##### **4.02 Assessments**

The Employer shall, in addition to regular dues, deduct from any employee who is a member of the Union any assessments universally levied in accordance with the Union Constitution and/or By-laws and owing by the employee to the Union. It is understood that the Employer is not required to collect and deduct Union discipline fines.

##### **4.03 Dues Authorization**

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union. Such authorization forms shall be provided to the Employer.

##### **4.04 Names, Addresses and Telephone Numbers**

The Employer will supply the Union an up to date list of the names, addresses and listed telephone numbers of all bargaining unit employees each six (6) months. The Employer will forward the name, address and listed telephone number of every new employee to the Union office within fifteen (15) days of hire and the name of every employee who has ceased employment with the Employer within five (5) working days of date of termination, as well as address changes for any current employee.

##### **4.05 Religious Conviction or Beliefs**

The Union recognizes and agrees that Clauses 3.02 and 3.04 are subject to the exemption specified in Section 70 of the Canada Labour Code, RSC 1985. C. L-2 as amended and in force at the date of execution of this Agreement.

##### **4.06 Employer's Obligation**

The Union recognizes and agrees that the Employer's obligation to deduct dues and assessments is expressly restricted to making only such deductions as are permitted by law and by the valid written assignment of each employee. The Employer agrees to report the amount of Union dues paid on each employee's T4 slips for taxation purposes.

## **ARTICLE 5 - UNION ACTIVITIES**

### **5.01 Union Leave - Short Term**

The Employer shall allow time off work without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the operation of the business. The Union agrees to give management fourteen (14) days' written notice if possible.

### **5.02 Union Leave - Long Term**

Any employee who is elected or appointed to a full time union position will be granted a leave of absence without pay and without loss of seniority to fill the term of office. The employee shall be allowed to continue with all benefit plans and shall pay the full premiums of these plans. The term can be extended by mutual agreement to a maximum of six (6) years.

### **5.03 Seniority Maintained and Accumulated**

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

## **ARTICLE 6 - SHOP STEWARDS**

### **6.01 Shop Steward Recognition**

The Employer will recognize one Shop Steward per location, and in the absence of the Shop Steward one designated Alternate Shop Steward per location, selected in accordance with the Union rules and regulations as the representatives of the employees and recognizes that the power to appoint and removal thereof is solely vested with the Union. There shall be no discrimination against Shop Stewards for lawful Union activities and Shop Stewards shall reasonably balance their duties with their regular work assignment. The Union shall inform the Employer of the named Chief Steward and a designated Alternate who shall be chosen from among the Shop Stewards.

### **6.02 No Right to Change Agreement**

The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

### **6.03 Employer Notified of Shop Stewards**

The Union will advise the Employer of the identity of all Stewards and will also give notice in writing, within twenty-four (24) hours of any new appointment or removal thereof.

### **6.04 Grievance during Working Hours**

Shop Stewards shall be permitted to take up grievances during working hours without loss of pay or to attend Employer meetings to discuss any mutual problems providing the meeting has been agreed to by the Employer. The Union agrees that its representatives

will conduct business in such a manner as to not unduly interfere with the work and/or service schedules.

Where a Shop Steward attends a grievance meeting scheduled during their non-working hours, the attendance shall be considered as a minimum call out as per Clause 19.04 and shall be paid accordingly, only if required by management.

#### **6.05 Discharge of Steward**

If the Employer discharges any Shop Stewards, the Union will be advised prior to such discharge. The Employer agrees that a shop steward will be attendance when an employee in the bargaining is being disciplined with a suspension or discharge. All other forms of discipline will be forwarded to the Steward in the location.

### **ARTICLE 7 - UNION NOTICES**

#### **7.01 Union Bulletin Boards**

The Employer agrees to provide a bulletin board not less than 30" x 48" in each Location specified in the Certification Order that is readily accessible for the official Union notices of direct interest to the employees.

The following items must be posted on said Notice Board:

- (i) Copy of this Agreement.
- (ii) Current seniority list, to be revised every six (6) months and a copy to be sent to the to the Union.

#### **7.02 Union to Receive Copies of Notices**

The Employer will forward to the Union Office photocopies of all rules and regulations implemented pursuant to its residual Management rights.

### **ARTICLE 8 - LEAVES OF ABSENCE**

#### **8.01 Injured or Ill Employees**

The Employer will grant an unpaid leave of absence to an employee who suffers an occupational injury or illness which prevents him/her from performing the core functions of his/her normal classification. The length of such unpaid leave of absence shall be reasonable in the circumstances. Where an employee is requested by the Employer to provide a medical note or certificate the employer shall pay up to twenty-five dollars (\$25.00) for said certificate. An employee who expects to be off work for longer than two working days shall provide a written notice from his or her doctor stating the nature of the illness, the reason (s) it prevents him or her from performing his functions, his or her anticipated date of return to work, and his or her fitness to do so. As with any anticipated absence from work, the employee is required to advise the Employer as soon in advance as possible, but in no event later than two hours prior to the commencement of his or her shift.

## **8.02 Medical Leave**

When an employee suffers an injury or illness which causes his/her absence, he/she 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/her actual starting time) so adequate replacement may be made if necessary. Employees must keep the Employer and the Union notified of their correct address and phone number at all times.

It is required that employees on sick or injury leave advise the Employer as to their 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 their availability.

In the event an employee is absent for more than two (2) weeks he/she shall give as much notice as possible of his/her return to work and in no case less than forty-eight (48) hours advance notice. Employees who are displaced as a result of an employee returning to work from medical leave shall return to their prior work assignment or shall be given the option of displacing a less senior employee.

## **8.03 Bereavement/Compassionate Leaves**

In case of death in the immediate family, the regular employee affected shall be granted a leave of absence with pay during his/her next three (3) consecutive working days, at his/her scheduled rate of pay to a maximum of ten (10) hours per day. Immediate family means: spouse (including common-law spouse and same sex partner), parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, parent-in-law, grandparents and grandchildren.

An employee shall be granted up to a further two (2) days bereavement leave upon request without pay.

### Compassionate Leave

Requests for leaves of absence for compassionate reasons will not be unreasonably denied. An example would be those qualifying for E.I. Compassionate Leave.

## **8.04 Jury of Court Witness Duty**

Regular employees who are required by law to serve as jurors or as witnesses in any court proceedings not relating to their personal affairs shall be granted a leave of absence without pay to a maximum of one (1) month for such purposes for employees with less than one (1) year's employment, and to a maximum of six (6) months' without pay for such purposes for employees with greater than one (1) year employment. Such employees shall make themselves available for work for the Employer during said period when they are not required to serve on the jury or be in court as a witness, or attend preparation meetings with lawyers. Wherever practicable, they shall be returned to the job classification and pay rate in place prior to such duty. The Employer recognizes that employees may, from time to time, be required to give evidence as a witness in connection with work-related court proceedings. In such cases, leave of absence with pay shall be granted for time spent by the employee in court or in preparation meetings with counsel or advisors of the Employer.

It is agreed that "work related court proceedings" shall include any time lost from work in

consultation with legal counsel and/or in court proceedings where an employee is called to give evidence or act as a witness or advisor with respect to any event/s that occurred during the employee's paid job functions with B & L Security Patrol.

**8.05 Personal Leaves of Absence**

The Employer shall give reasonable consideration to any written request from a Regular Employee for a leave of absence unrelated to Leaves specified in the Agreement. In no event shall such unpaid leaves of absence be greater than one (1) calendar month. Seniority and benefits shall be maintained and accumulated during such leaves.

**8.06 Moonlighting**

Employees may accept other employment as long as it is not with a competitor, and as long as it does not affect their performance in their job with the Employer.

Leave of absence may not be granted for an employee to seek work with another employer.

**ARTICLE 9 - MATERNITY/PARENTAL/ADOPTION LEAVE**

**9.01 Maternity/Parental/Adoption Leave**

A paid leave of absence will be granted to the partner (that includes same sex) for two (2) days upon the birth or adoption of a child.

Maternity/Parental/Adoption leave will be granted in accordance with Federal government legislation.

**ARTICLE 10 - CONFLICTING AGREEMENTS**

**10.01 No Conflicting Agreements**

The Employer agrees not to enter into any oral or written agreement, or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE 11 - PROTECTION OF RIGHTS**

**11.01 Picket Lines**

It shall not be a violation of this Agreement, or cause for discipline or dismissal, for any employee to refuse to cross a lawful picket line.

## **ARTICLE 12 - TRANSFER OF TITLE OR INTEREST**

### **12.01 Successorship**

Any successorship issues that arise shall be governed by the application of the relevant provisions of the Canada Labour Code as decided only by the Canada Industrial Relations Board.

### **12.02 No Evading of Agreement**

The parties hereto shall not use any leasing device to a third party for the sole or substantial purpose of evading this Agreement.

### **12.03 Employer Responsible for Notice**

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee of the Locations covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer.

### **12.04 Employer cannot Force Employee Obligation**

The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **13.01 Co-operate to Adjust Grievances**

It is agreed that grievances and disputes relative to the interpretation, application, operation or alleged violation of the Article and Clauses of this Agreement which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time. In order to facilitate the foregoing the parties agree to abide by the following:

- (a) Disclosure - The Union agrees that grievance forms shall contain details sufficient for the Employer to respond. The Employer agrees to provide a written response which contains sufficient details to enable the Union to respond;
- (b) Right to a Shop Steward - The Shop Steward shall be present at all times when the Employer is administering discipline to an employee when the discipline being administered is to form part of that employee's written work record;
- (c) No Discussion With Grievor - The Employer agrees that after a written grievance has been initiated by the Union, the Employer's representatives will not enter into any discussion or negotiation with respect to the merits of the grievance, either directly or indirectly with a grieved employee without the consent of the Union Representative;
- (d) Representation - The Employer and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the

- Employer without the proper authorization of the Union;
- (e) Time to Process Grievance - Time spent meeting with management to resolve grievances during working hours shall be considered time worked. Time worked during non working hours will be paid as per Clause 19.04;
  - (f) Time to Grieve - An employee(s), or in the case of a Union grievance, the Union, will have a period of ten (10) working days from the date of the alleged violation of the provision of this Agreement or ten (10) working days when an employee(s), or the Union, had knowledge or reasonably should have had knowledge of the incident or occurrence giving rise to the complaint in which to submit a grievance as provided for in this Agreement; and
  - (g) Employer Grievances - The Union and the employees recognize and agree that the Employer may file grievances, and that all such grievances shall be commenced at Step Two of Clause 13.02 (c).

### **13.02 Grievance Procedure Steps**

- (a) Informal Step - As an informal step, the employee shall make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option the employee may be accompanied by the Shop Steward for the Location in which the employee works.
- (b) Step One - At this step notice in writing of the grievance must be filed with a person designated by the Employer and a copy directed to the designated management representative within seven (7) days after the Informal Step.

Any meeting between the Parties at this step must involve the employee, his/her Shop Steward and the management person to whom the employee reports. Given the Locations covered by the Certification Order, the Union and the Employer agree that some steps of the sub-Article may have to occur by telephone conference call.

The Employer shall respond in writing within seven (7) days of this meeting/call.

- (c) Step Two - In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union Representative and a person or persons designated by the Employer shall meet or address the grievance by telephone conference call with a view to resolving the grievance. The Employer shall respond in writing within seven (7) days of this meeting/call.
- (d) Step Three - In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, whichever party issued the grievance may advance the grievance to arbitration, within thirty (30) days of the conclusion of Step Two.

### **13.03 Persons Authorized to Deal with Grievances**

- (a) The Union agrees to provide the Employer with a written list of persons authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list as such changes occur.

- (b) The Employer agrees to provide the Union with a written list of persons authorized to deal with the adjustment or resolution of grievances on behalf of the Employer and to provide further written advice of changes made in the list as such changes occur.

#### **13.04 Technical Errors or Omissions**

No technical errors or omission will render a grievance inarbitrable.

#### **13.05 Grievor's Right to be Present**

The grievor may elect to be present at any stage of the Grievance or Arbitration Procedure.

#### **13.06 Group, Union, Policy, Discharge or Employer Grievances**

Group, Union, Policy, Discharge or Employer grievances shall be submitted at Step 2 (Clause 13.02 (c)) of the Grievance Procedure.

#### **13.07 Access to Personnel File**

The Employer agrees that employees are entitled to view their personnel file for up to thirty (30) minutes on an appointment basis not more frequent than once per year and make copies should the employee dispute any entries they believe are incorrect through the grievance procedures.

#### **13.08 Letters to Chief Steward**

Copies of all disciplinary letters will be provided to the Chief Shop Steward and Union Representative.

#### **13.09 Single Arbitrator**

Grievances not resolved through the grievance procedure may be referred in writing by either Party to the other, within thirty (30) days of the Step 3 stage (Clause 13.02 (d)) in the Grievance Procedure, to a single Arbitrator for final and binding resolution. The Parties will confer within five (5) days of the referral to select an Arbitrator. If there is no agreement the Minister of Labour under Section 57 (4) of the Canada Labour Code shall be asked to appoint an Arbitrator.

#### **13.10 Arbitration Hearing**

- (a) As soon as an Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within twenty (20) days and further encouraged to render a decision within fourteen (14) days of the conclusion of the hearing.
- (b) In order to expedite the arbitration process, the Parties agree that they will endeavour to discuss their understanding of the issue or issues to be placed before the Arbitrator, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the Parties.

### **13.11 Authority of the Arbitrator**

The authority of the Arbitrator is set out in Section 60 of the Canada Labour Relations Code.

### **13.12 Expenses**

Each Party shall be responsible for its own expenses and the expenses of its nominee to an arbitration panel. The expenses and remuneration of the Arbitrator or Chairperson shall be paid by the Parties in equal shares.

## **ARTICLE 14 - PAY DAY AND PAY STATEMENTS. ETC.**

### **14.01 Pay Days**

All employees covered by this Agreement will be paid not less frequently than every second Friday, all wages earned by such employees to a day not more than seven (7) prior to the day of payment. Payment shall be by cheque at the Employer's option, and if the cheques are available they will be given out at 3:00 p.m. or later on the preceding Thursday. Employees may opt to have their pay cheque directly deposited into their bank account and there is no cost to the employee for this.

## **ARTICLE 15 - ANNUAL VACATIONS**

### **15.01 Vacation Scheduling**

(a) Annual Vacation Pay:

Regular employees with less than one (1) year of completed service will receive vacation and vacation pay if there is mutual consent between the Employer and the employee.

(b) Schedule Preference by Seniority

Employees shall have preference in respect to the scheduling of annual vacation, at their regular Location, according to the seniority list, provided they file applications before February 1st of each year.

(c) Banking

Employees may elect to carry over one (1) week's vacation to the next calendar year.

(d) Vacation Scheduling

The Employer will post vacation schedules for each Location during the first two (2) weeks of January each year. Employees shall select their vacation periods for that calendar year by February 1st, and the Employer shall confirm the vacation scheduling by March 1st, in each year. Should an employee not select his/her vacation by February 1st, he/she will not be able to use his/her seniority later to bump another employee from his/her pre-selected vacation period.

## 15.02 Vacation Entitlement

The vacation entitlements are as follows:

Service Requirement Years	Entitlement	Percentage of Earnings
One (1) year	two (2) weeks	4%
Four (4) years	three (3) weeks	6%
Ten (10) years	five (5) weeks	10%
Fifteen (15) years	six (6) weeks	12%

Regular 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 calendar year for which they are receiving their vacation, whichever is the greater.

## 15.03 Vacation Pay

All vacations will be signed on a calendar year of employment, i.e. January 1st to December 31st. Vacation pay shall be given prior to an employee leaving on vacation. To ensure that the vacation pay is available, it is mandatory that the employee requests vacation pay two (2) weeks prior to taking vacation.

## 15.04 Vacation Pay on Termination

In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks vacation, they shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Employer.

In the event of a regular employee leaving the employ of the Employer he/she will be paid his/her unused and accrued vacation pay on a pro ratio basis.

## 15.05 Vacation Pay Statement

The Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated (i.e. on percentage of weekly guarantee). A separate cheque will be made up for payment of vacation benefits.

## 15.06 Vacation Pay for Casuals

Casual employees shall receive vacation pay in accordance with the minimum requirements of the Canada Labour Standards Regulation and will be paid their vacation pay with each pay cheque.

## 15.07 Voluntary Relocation

In the event that an employee voluntarily relocates from one depot to another within the bargaining unit, the employee shall retain his/her overall service for determination of vacation entitlement and branch seniority for vacation selection (see Clause 18.06 for forced relocation).

## **ARTICLE 16 - GENERAL HOLIDAYS**

### **16.01 General Holidays**

The following days shall be recognized as General Holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

### **16.02 General Holiday Pay**

The Employer shall calculate General Holiday pay in accordance with Sections 17 and 18 of the Canada Labour Standards Regulations.

### **16.03 General Holidays Falling during Vacation**

If a recognized General Holiday occurs during an employee's vacation or on the employee's regular scheduled day off, the employee shall receive a day off with pay at a mutually agreed upon time or a day's pay, whichever the employee chooses. If no mutually agreed upon date, the scheduled day off will be taken adjacent to the General Holiday.

### **16.04 Work on a General Holiday**

Employees who work on a General Holiday shall receive a day off with pay at a time mutually convenient to the Employer and the employee. At his/her sole discretion, the employee may accept payment for the General Holiday in addition to the appropriate pay owing for work performed on the General Holiday.

### **16.05 Declaration of Additional General Holiday/s**

If during the life of this Agreement, if the Federal or Provincial government declares or proclaims any other day than those listed herein as a General Holiday, then employees shall receive said day off as set out herein.

### **16.06 General Holiday Qualifications for Payment**

For a regular employee to qualify for General Holiday pay, the employee is required to work his/her last scheduled day before and his/her first scheduled day after the General Holiday.

## **ARTICLE 17 - SEPARATION OF EMPLOYMENT**

### **17.01 Discharged Employees' Wages**

An employee who is discharged by the Employer, shall be paid in full for all monies owing by the Employer as soon as is practicable, and in any event not more than six (6) calendar days following the last day worked.

### **17.02 Quit Employees**

If an employee quits the Employer of his/her own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth day following the last day worked.

### **17.03 Record of Employment**

The Employer shall give an Employment Insurance Commission Record of Employment Certificate to any employee who separates from employment for any reason within six (6) calendar days of the last day worked.

## **ARTICLE 18 - SENIORITY**

### **18.01 Seniority Defined**

Seniority means the employee's total length of continuous service with the Employer, including service rendered prior to the date of certification. There shall be a single bargaining unit-wide seniority list covering all employees whose regular functions are performed in the classifications and at the Locations stated in the CIRB's Certification Order.

### **18.02 Seniority Lists**

The Employer shall supply the Union and the Shop Stewards with updated copies of the seniority lists every six (6) months. The seniority lists shall set out the name of all employees listed by date of employment, their classification and rate of pay.

Such seniority lists shall be posted by the Employer for a minimum of sixty (60) days. Any objection to the accuracy of a posted seniority list must be lodged by the employee with the Employer, copied to the Union, during the sixty (60) days during which the lists are posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.

### **18.03 Promotions, Layoff and Recall**

All promotions, layoffs and recalls of employees will be based on Employer seniority, provided the employee holds the valid legal qualifications and permits required of an armed security guard and provided the employee possesses sufficient ability to perform the available work.

The Employer will make a reasonable effort to contact laid off employees over three (3) working days. Should that effort prove unsuccessful, the Employer will be permitted to bypass the senior laid off employee. Should the senior employee subsequently contact the Employer, the employee shall be returned to work following the Employer giving a less senior employee one (1) day notice of layoff.

### **18.04 Seniority Held for ninety (90) days**

When an employee has been promoted to another classification or transferred to another position outside the bargaining unit and if after a reasonable trial period not to exceed ninety (90) calendar days the employee is found to be unsatisfactory by the

Employer for the new classification or position or if the employee decides he/she does not wish to continue in the classification or position, then the employee shall be restored to his/her former position and shall retain his/her seniority. All seniority rights will be lost after ninety (90) days outside of the bargaining unit.

#### **18.05 Loss of Seniority**

An employee shall lose seniority rights and his/her employment, subject to the grievance procedure, where he/she:

- (a) voluntarily terminates his/her employment;
- (b) is discharged for just and reasonable cause;
- (c) does not return to work on the date specified following an approved leave of absence, without reasonable cause;
- (d) is absent without leave from work for three (3) working days without reporting a reasonable cause;
- (e) an employee fails to report to work after a layoff recall notice (within five (5) days after being contacted by telephone and which will be confirmed by registered letter);
- (f) is laid off for a period of greater than four (4) consecutive months for employees with less than one (1) year's employment, and twelve (12) consecutive months for employees with one (1) year or more of employment.

#### **18.06 Transferring Depots with Seniority - Forced Relocation**

When a depot exhausts the job posting procedure within the depot the Employer will post the job Employer wide. Employees will maintain their overall seniority when moved and their seniority will be dovetailed into the new branch seniority list for the purposes of vacation entitlement and bid, wage rate and benefits and job bid (see Clause 15.07 for voluntary relocation).

### **ARTICLE 19 - DAYS AND HOURS OF WORK AND OVERTIME**

#### **19.01 Maximizing Hours of Employment**

Recognizing that (1) customer requirements dictate available hours of work and (2) the desirability of providing related job stability and security, the Employer agrees to introduce a bid schedule for positions based upon seniority and assigned by seniority at each depot. Wherever possible, positions will be bid and assigned by seniority preference for periods of six months, it being understood that the most senior employees may elect positions which do not have the most hours.

It is understood that the runs are designed to achieve up to nine (9) hours per day and forty-five (45) hours per week. It is further understood that runs incorporating the Vancouver trip or Kootenays trip will be designed to achieve up to forty-five (45) hours per week. For the purposes of this article the depots will be Kelowna-Vernon, Kamloops, Nelson and Cranbrook.

On September 1<sup>st</sup> and March 1<sup>st</sup> of each year, the Employer shall post a list of positions, which shall specify the weekly hours of work and designate the general functions in brief form. Each employee, by seniority, shall bid for his/her desired position by signing his/her name to that position. The bid process must be completed by September 15<sup>th</sup>

and March 15<sup>th</sup> respectively, and the Employer shall post the results for implementation commencing October 1<sup>st</sup> and April 1<sup>st</sup>. In the event that an employee fails to bid in a timely fashion (after two (2) working days verbal and/or written notice), the Employer retains the right to assign his/her previous bid position. The Employer shall immediately contact the branch Shop Steward before notice is given.

Notwithstanding the above, the majority of employees at any depot may choose to opt out of the bid system and self-administer the scheduling of positions and hours of work, subject to Employer approval.

Employees are entitled to maximize their hours in their home depot, in accordance with seniority. Where an employee's hours are not maximized up to nine (9) hours per day and forty-five (45) hours per week, employees may pick up additional work at adjacent depots but shall not be entitled to exercise their seniority to displace regularly scheduled employees at the adjacent depots. Once senior employees have bid their runs, the next most senior employee shall indicate their choice as soon as possible but in no case shall they take longer than two (2) working days to do so. Failure to do so will allow the Employer to bypass that employee and accept the choice of less senior employees.

#### **19.02 Staffing and Work Volume**

Nothing in this Clause or in this Agreement shall be construed as a guarantee of any hours of work per day, days of work per week, or weeks of work per year. The employees and the Union acknowledge that staffing and scheduling matters fall exclusively within the discretion of the Employer subject to the terms and conditions of this Agreement.

#### **19.03 General Holiday to be Rotated**

**General** Holiday assignments shall be rotated among regular employees, from the most to least senior, wishing to do the work provided they are sufficiently qualified to do the work. If no employee voluntarily accepts such assignment, the least senior qualified employee will be scheduled.

#### **19.04 Special Calls Outs on Day Worked**

Any employee who shall be agrees to perform special call out assignments after he/she has completed his/her 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 and shall be paid therefore at one and one-half (1 ½ x) times the regular hourly wage rate applicable to the classification to which he/she is assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

#### **19.05 Meal Breaks**

Employees working full shifts are entitled to an unpaid one-half (1/2) hour meal break, which shall be scheduled at a practicable time by reference to customer demands. Such meal breaks shall normally occur at mid-shift. Employees working through such breaks shall be paid for forty-five (45) minutes' straight-time, unless another one-half (1/2) hour break from work is offered.

#### **19.06 Rest Breaks**

An employee shall be granted two (2) fifteen (15) minute paid breaks during the course of each shift, one in each half of the shift. An employee shall be granted a fifteen (15) minute break after each two (2) hours of overtime he/she works in a day.

#### **19.07 Late for Work**

If an employee reports late for work, that employee will only be paid from the time he/she commences work and for the time actually worked. Time shall be calculated to the next one quarter (1/4) hour.

#### **19.08 Minimum Rest between Shifts**

Every employee should have a minimum of eight (8) hours rest between the end of one shift and the commencement of another. In the event that an employee is recalled to work before a period of eight (8) full hours elapses, he/she shall be paid at one and one-half times (1 ½ x) his/her regular hourly rate until such eight (8) hour period is over.

#### **19.09 Overtime Rates of Pay and Allocation**

The regular hourly wage rates shall apply to the first forty-five (45) hours of work performed in any week or the first nine (9) hours of work in any day. All hours worked in excess of forty-five (45) hours weekly shall be paid for at the rate of one and one-half times (1 ½ x) the basic straight time hourly rate. All hours worked in excess of nine (9) hours daily shall be paid for at the rate of one and one-half times (1 ½ x) the basic straight time hourly rate provided, however, work performed after three (3) consecutive hours of one and one-half times (1 ½ x) shall be paid at the rate of double time (2x) the basic straight time hourly rate. All hours worked in excess of sixty (60) hours per week shall be paid at double time (2x). Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

Employees will be able to bank the premiums portion of their overtime up to a floating maximum of two (2) weeks. Banked overtime must be consumed in full shift amounts. The employee must give two (2) weeks notice of their desire to take the time off which will be granted if scheduling permits. Banked overtime may be taken out as cash on proper notice to the Employer.

Overtime will be allocated by seniority. If no employee voluntary accepts such assignment, the least senior qualified employee will be scheduled.

#### **19.10 Regular/Casual Work Schedule**

##### **Regular:**

The Employer will maintain the posted regular work schedule for two (2) weeks at a time. Each Friday morning, the regular schedule will be posted for the work week commencing at 12:01 a.m. for the second Monday. The regular schedule will show the days of work, days off, starting times and anticipated duration of the shift to be worked for each regular employee.

**Casual:**

The Casual work week schedule will be posted by Friday 3 pm for the next work week. This schedule will be subject to change.

**19.11 Service Crews**

CRANBROOK DEPOT - Crew must complete scheduled work (including service calls). After scheduled work, crew provides coverage for service calls paid at existing piece rates. This crew will be assured six (6) hours of scheduled work.

NELSON DEPOT - Service crews complete regular scheduled work (including service calls). After scheduled work, crew is paid a pager fee and ATM service calls are paid at three (3) hours straight time. The crew will be available during these three (3) hours for other calls with no additional compensation unless they exceed the initial three (3) hours. These hours will not be included in daily and weekly overtime calculations.

KAMLOOPS DEPOT - Service crews complete regular scheduled work (including service calls). After schedule work is complete, crew provides coverage for service calls, paid at existing piece rates. Crew is assured six (6) hours of scheduled work.

KELOWNA DEPOT - An employee scheduled on a Service Crew shall be assured six (6) hours at straight time rates and will be scheduled to perform at five (5) hours work. In addition, Service Crews will earn the existing area piece work rates applicable for all work performed beyond the initial six (6) hours of the shift.

VERNON DEPOT - Service crews complete regular scheduled work (including service calls). After schedule work is complete, crew provides coverage for service calls, paid at three (3) hours straight time. The crew will be available during these three (3) hours for other calls with no additional compensation unless they exceed the initial three (3) hours. These hours will not be included in daily and weekly overtime calculations. Thirty-five (\$35.00) dollars call in Vernon.

**19.12 Call-Back Time**

Employees called back to work after completion of their regular shift, and who have returned to their residence, shall be paid a minimum of two (2) hours' pay at one and one-half (1 ½) their regular hourly rate.

**19.13 Meals**

The Employer will continue its current practice of issuing TL2 tax forms annually to employees in respect of expenses incurred during trips in excess of fifty (50) kilometres.

**19.14 Voting**

The Employer agrees to ensure every employee has four (4) consecutive hours clear from work on voting day in municipal, provincial and federal elections with no loss of pay.

## **ARTICLE 20 - COMPENSATION COVERAGE**

### **20.01 Occupational Injury**

The Employer recognizes that employees may be injured at work and qualify for Workers' Compensation Benefits. In such cases, the Employer intends to cooperate with WCB officials in respect of work conditioning, rehabilitation and the like, whenever an employee's claim has been successful before the WCB. When the Employer disputes a WCB claim the local union shall in notified and informed.

### **20.02 Duty to Accommodate**

The Employer recognizes that it cannot discriminate on the basis of disability, and that it has a duty, short of undue hardship, to accommodate employees suffering from such disabilities. Pursuant to the Federal Code the employer shall inform and work jointly with the union with respect to the joint obligations regarding the "Duty to Accommodate".

### **20.03 Full Pay for Day of Injury**

In the event of a disabling injury on the job, a regular employee will be entitled to a full day's pay for the day of injury, and a Casual employee will be entitled to pay for his/her scheduled hours. The Employer shall pay up to seventy-five dollars (\$75.00) for transportation home or to a hospital if required for the injured employee.

## **ARTICLE 21 - SAVINGS CLAUSE**

### **21.01 In Event of Legislative Change**

If any Article or Clause of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction the remainder of this Agreement or the application of such Article or Clause to persons or circumstances other than those as to whom or which it has been held valid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

### **21.02 Parties will Negotiate Replacement Provision**

In the event that any Article or Clause is held invalid the Parties shall enter into immediate collective bargaining negotiations upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Clause during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 13 herein.

In no event shall the proposed alternative solution or replacement provision require a greater financial commitment on the part of the Employer during the term of this Agreement.

## ARTICLE 22 - INSPECTION PRIVILEGES

### 22.01 Union Access to the Work Site/s

Upon properly identifying himself/herself and obtaining permission, an authorized representative of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes. Employer permission for access shall not be unreasonably denied. Such authorized shall not be permitted to enter designated security areas unless he/she is accompanied by a designated management representative at a mutually agreeable time.

## ARTICLE 23 - HEALTH, SAFETY AND ENVIRONMNET

### 23.01 Employer Duties

The Employer shall take all reasonable and necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment in the workplace. The Employer shall comply in a timely manner with the Canada Labour Code (Occupational Health and Safety Part 2) regulations, codes of practice, and guidelines; the Workers' Compensation Act, regulations, codes of practice; and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee".

### 23.02 Employee Duties

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While at work, every employee shall:

- (a) use any safety materials, equipment, devices and clothing that are intended for the employee's protection and furnished to the employee by the Employer or that are prescribed;
- (b) follow prescribed procedures with respect to the health and safety of employees;
- (c) take all reasonable and necessary precautions to ensure the health and safety of the employee, the other employees and any person likely to be affected by the employee's acts or omissions;
- (d) comply with all policies, procedures and instructions from the Employer concerning the health and safety of employees and the general public.
- (e) cooperate with any person carrying out a duty imposed under this Part;
- (f) cooperate with the policy and work place committees or the health and safety representative;
- (g) report to the Employer any thing or circumstance in a work place that is likely to be hazardous to the health or safety of the employee, or that of the other employees or other persons granted access to the work place by the Employer;
- (h) report in the prescribed manner every accident or other occurrence arising in the

- course of or in connection with the employee's work that has caused injury to the employee or to any other person;
- (i) comply with every oral or written direction of a Federal health and safety officer or an appeals officer concerning the health and safety of employees; and
  - (j) report to the Employer any situation that the employee believes to be a contravention of this Part by the Employer, another employee or any other person.

### **23.03 Joint Health, Safety and Environment Committee**

- (a) The Employer and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Canada Labour Code (Occupational Health and Safety Part 2) regulations, codes of practice, and guidelines; the Workers' Compensation Act, its regulations, codes of practice and guidelines; and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee in each branch shall be established under the Canada Labour Code (Occupational Health and Safety Part 2). At least two (2) members must be selected by the Union. At no time shall the number of Employer members allowed to outnumber the amount of Union members.
- (b) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance, by all Parties, with appropriate laws, regulations, codes of practice, and guidelines. All Parties shall comply with the recommendations or respond with solution(s) that are acceptable to the co-chairpersons of the Committee.
- (c) Without limiting the generality of the foregoing, the Committee shall:
  - (i) Determine that specific workplace inspections have been carried out at least ten (10) times per year. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (ii) Ensure that accident and incident investigations have been made.
  - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (iv) The Employer and Union co-chairpersons or their alternates shall participate in and keep a record of all types of inspections and work refusals.
  - (v) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.

- (vi) Hold regular meetings at least ten (10) times per year or more frequently if mutually agreed upon by the Union and the Employer co-chairpersons for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention
    - remedial action taken or required by the reports of investigations or inspections
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Employer's possession or obtainable by the Employer pertaining to health, safety or environmental matters.
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked in Article 19 or shall be considered as a minimum call out of three (3) hours if required during an off day. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

#### **23.04 Work Place Hazards**

- (a) The Employer agrees that all members of the Committee shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- (b) If a Committee member determines that a safety hazard exists the Committee member may direct the Employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) In the event of a disagreement between the co-chairpersons of the Committee that an unsafe condition exists, it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.
- (d) If the Employer receives a direction under (c), the Employer shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

#### **23.05 Right to Refusal of Unsafe or Unhealthy Work**

- (a) The Employer shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.
- (b) If a worker exercises his or her right to refuse he or she shall notify the

supervisor and a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.

- (c) At every stage the Employer shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) The Union co-chairperson or alternate shall fully participate in the investigation at every stage. Both Parties agree to follow the steps under the Act from a work refusal based on unsafe, unhealthy work. (subject to a resolution under item c under Work Place Hazards above).
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Canada Labour Code (Occupational Health and Safety Part 2) regulations, codes of practice, and guidelines; the Workers' Compensation Act, its regulations and codes of practice; and environmental laws, regulations or codes of practice.
- (f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (g) For the employee who refuses work, with just cause, under section 5 and all employees affected by the refusal, and any direction under section 4 there shall be no loss of pay, seniority or benefits during the period of refusal.
- (h) If a work is deemed safe by a Federal Health and Safety Officer, the member may appeal the decision to an Appeals Officer within ten (10) days. If the Appeals Officer deems no danger, the member maybe subject to progressive discipline after all appeals or grievance procedures have been exhausted.

### 23.06 Education and Training

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) As Provincial Regulations prescribe, the Employer will ensure that members of the Health & Safety committees receive the prescribed training in Health and Safety and are informed of their responsibilities under this Part.

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### 23.07 Accident and Incident Investigations

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

### **23.08 Disclosure of Information**

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

### **23.09 Right to Accompany Inspectors**

The Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

### **23.10 Access to the Workplace**

The National or Local Union staff Representative, or their designate, with prior approval by Management, shall be provided access to the workplace to attend meetings of the Joint or Union Committees or for inspecting, investigating or monitoring the workplace.

### **23.11 National Day of Mourning**

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

### **23.12 Earth Hour**

Each year at the end of March at approximately 8:00 p.m. (local time), employees will be encouraged to participate in turning off the lights in their homes and workplaces in recognition of the role each of us has in stopping climate change.

### **23.13 Duty to Accommodate**

The Company has and will continue to recognize its obligations under the Federal Human Rights legislation as it pertains to its duty to accommodate disabled workers.

### **23.14 Ill or Injured Employees**

Any employee suffering any injury or employment-induced illness while on duty must report immediately to the Supervisor stating the illness or injury and if the employee wishes to go to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to seek medical attention from a doctor in case of such illness or injury. An employee who is injured during their working hours and who is required to leave for treatment or is sent home as result of such injury shall receive payment for the remainder of their shift at his/her regular rate of pay.

### **23.15 First Aid Kits/Fire Extinguishers**

The Employer agrees to maintain and supply approved regulated approved First Aid Kits and Fire Extinguishers in the workplaces and in the passenger compartment of vehicles.

## **ARTICLE 24 - MANAGEMENT RIGHTS**

### **24.01 General**

The Union and the employees recognize and agree that except as specifically abridged, restricted or modified by this Agreement, all of the rights and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer. The Employer's exercise of such rights does not relieve it of its obligations arising out of any specific provision of this Agreement; nor does the Employer's exercise of any of its rights replace the rights of the employees, as those are set out in a specific provision of this Agreement.

The Employer's rights include, but are not limited to, the authority to:

- (a) hire, direct and assign work to employees;
- (b) promote, demote, transfer and layoff;
- (c) suspend, discipline and discharge employees for just cause;
- (d) evaluate job performance;
- (e) establish new job classifications;
- (f) designate reasonable job requirements, including whether employees possess the sufficient ability and hold the necessary qualifications necessary to perform the available work;
- (g) determine the methods and processes and means of providing employees services and products to customers;
- (h) make, publish and enforce reasonable rules for the promotion of safety, cleanliness, efficiency and discipline, and for the protection of employees, customers, records, equipment, inventory and operations; and
- (i) determine the number of employees to be employed, the duties to be performed and the hours that they will work.

### **24.02 Management Rights to be Consistent with the Collective Agreement**

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.

### **24.03 Management Personnel Identified**

The Employer will post the names and respective management and supervisory responsibilities of its personnel.

## **ARTICLE 25 - TRANSPORTATION**

### **25.01 Use of Personal Vehicle**

Where an employee, at the request of the employer, chooses to use his/her personal vehicle on Employer business he/she will receive forty cents (\$.40) per kilometre driven and the Employer will cover the cost of upgrading his/her ICBC auto insurance for business use. This Clause excludes the transportation of valuables (e.g. cash, coin, etc.).

## **ARTICLE 26 - TRUCK MAINTENANCE**

### **26.01 No Operation of Unsafe Vehicles**

The Employer, the Union and the employees shall comply with all requirements of the Motor Vehicle Branch and of the province of British Columbia with respect to maintenance and safety.

### **26.02 Truck Safety Equipment**

All armoured vehicles shall have adequate heaters, windshield wipers, defrosters and air conditioners.

### **26.03 Defects to be Reported**

Employees shall immediately or at the end of their shift, report all defects regarding trucks or 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.

## **ARTICLE 27 - TRAFFIC TICKETS**

### **27.01 Traffic Tickets**

The Employer shall not require employees to violate traffic laws or loading regulations. If it is proven that the Employer has violated this prohibition, the Employer shall pay for the related ticket or citation, provided that the employee has delivered or faxed that ticket or citation to the Employer's head office within seventy-two (72) hours of its issuance.

### **27.02 Moving Violations**

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

## **ARTICLE 28 - TOOLS**

### **28.01 Gun Training**

The Employer will pay up to four (4) hours' straight time per year for practice or qualification with a qualified instructor on an approved practice range and will provide adequate ammunition at no cost to an employee.

The Employer will establish and identify the shooting proficiency standards which must be met on a regular and on-going basis by employees required to possess the shooting proficiency qualifications to satisfy job requirements.

The Employer will provide one hundred (100) rounds for practice and one hundred (100) rounds for qualifications each year.

The Employer will provide training to upgrade employees to meet Government gun training regulations. If the government increases the qualifying score the Employer will provide an additional two (2) hours instruction paid at straight time with a qualified instructor. If an employee is unable to pass the required regulations, a three (3) month unpaid leave of absence will be granted.

### **28.02 ATC Permits**

The Employer will cover the cost for the C302 ATC Permits for all employees.

### **28.03 Assignment of Firearms**

The Employer will draft a policy to ensure that wherever possible each employee will have a specific firearm assigned to them.

### **28.04 Bullet Resistant Vests**

The Employer agrees to provide interest free loans to the employees to purchase bullet resistant vests up to a maximum, of eight hundred dollars (\$800.00). The loan will be paid back in fifty dollar (\$50.00) instalments on each pay cheque until the loan is paid in full. If the employee quits, is discharged or laid off, the remaining balance of the loan will be deducted from any monies in wages or vacation pay owed to the employee at that time.

## **ARTICLE 29 - TECHNOLOGICAL CHANGE**

### **29.01 Definition**

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 laying off of regular employees.

### **29.02 Recognition by Parties**

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.

### **29.03 Prior Notification**

The Employer shall advise the Union as far in advance as possible, and not less than forty-five (45) calendar days prior to the introduction of technological and mechanical changes as defined in Clause 29.01 above, and the matter shall immediately become a topic of discussion between the Employer and the Union and particularly with regard to:

- (i) The effect such changes will have on the number of employees within the bargaining unit.
- (ii) The probable effect on working conditions.
- (iii) Any changes in job classifications.

### **29.04 Severance Pay**

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 eight (8) weeks' pay at the rate of pay the employee was receiving on the date of termination. Notice may be given in lieu of severance pay.

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

## **ARTICLE 30 - HEALTH AND WELFARE**

### **30.01 Health and Welfare Benefits**

The Employer agrees to pay one hundred (100%) percent of the premiums to obtain the benefit coverage in effect for regular employees as outlined below.

An outline of the Health and Welfare benefits is available in the office. The level of coverage and MSP is contained in the language below.

#### Qualifications:

In order to qualify for payment of benefits, the following shall apply:

- 1. Regular employees (thirty-six (36) hours or more per week) shall have their benefits paid at one hundred percent (100%).
- 2. An employee must bid for twenty (20) to thirty-five (35) hours in order to have their benefits paid 50/50;

### **30.02 Limitation of Liability**

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable, to the insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions

of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of the any insurance policy.

### **30.03 Carrier**

The selection of insurance carrier for any benefits is in the sole discretion of the Employer, provided the benefits are comparable.

### **30.04 Eligibility**

Employees become eligible for enrolment in the coverage outlined in this Article upon successful completion of the probationary period. Participation by such employees in the Medical Services Plan of British Columbia is voluntary.

### **30.05 Premium Payment Contribution**

In the event of non-occupational sick leave not exceeding 12 weeks, and in cases of occupational accident or injury for which an employee is receiving WCB benefits, Short Term Disability as well as for maternity/parental/adoption leave, such health and welfare and MSP benefits shall continue.

### **30.06 Part of Compensation**

The Union and the employees recognize that the Employer's share of premium payments are service-related and part of the employee's compensation package. Except as specified by legislation or this Agreement, the Employer has no obligation to continue paying premiums to obtain benefit or insurance coverage.

### **30.07 Benefit Coverage**

The summary of the benefit coverage in effect for regular employees is a follows:

#### Medical Services Plan of B.C.

Single, Couple or Family coverage as needed by employees - the cost of the coverage is seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

#### Life Insurance

Amount of Benefit:	\$ 25,000
Non-Evidence Maximum:	\$ 25,000
Reduction Clause:	50% at age 65
Termination Age:	Age 70

#### Accidental Death and Dismemberment

Amount of Benefit:	\$ 25,000
Reduction Clause:	50% at age 65
Termination Age:	Age 70

Dependent Life

Amount of benefit: Spouse: \$ 5,000  
 Child: \$ 2,500

Weekly Indemnity

Benefit: 66.667 % of weekly earnings  
 Maximum Weekly Benefit: \$ 413  
 Plan Type: 1st day of accident  
 8th day of sickness  
 Maximum Benefit Period: 17 weeks

Long Term Disability Benefit

Definition of Disability: 2 year own occupation  
 Benefit: 66.667% of monthly earnings  
 Maximum monthly benefit: \$ 2,000  
 Non-evidence Maximum: \$ 2,000  
 Elimination Period: 119 days  
 Benefit Duration: to age 65  
 Definition of Disability: 1 year own occupation  
 All Source Maximum: 85%  
 Offset: Primary CPP Only  
 Taxable/Non-Taxable: Non-Taxable

Extended Health Care

Class Deduction B - Guards  
 Deductible Single - \$ 25 per calendar year  
 Family - \$ 60 per calendar year  
 Deductible applies to EHS and drug expenses  
 (hospital accommodation, travel, and vision  
 benefits have no deductible)  
 EHS Co-Insurance 100%  
 Prescription Drug Plan Direct Pay  
 Prescription Drugs Co-insurance 100%  
 Hospital Accommodation Semi-private  
 Travel Benefits Included - maximum \$1,000,000 per  
 calendar year for emergency services and  
 \$50,000 per calendar year for referral  
 services. (Employees age 65 and over are  
 subject to additional charge of \$16.68 and  
 \$33.37 Family.)  
 Vision Benefits \$200 every 24 months  
 Paramedical Services \$500 per practitioner per calendar year  
 Hearing Aids \$300 every 5 years  
 Overall Plan Maximum Unlimited  
 Termination Age Employee's age 70  
 Eye Examinations Paid by the carrier every two (2) years

Dental Care

Class Description	B - Guards
Deductible	No deductible
Basic Services	100% - maximum \$2,000 per calendar year (includes periodontics and endodontics)
Major Restorative Services	50% - maximum combined with basic services
Orthodontic Services	50% - lifetime maximum \$1,500 (applies to dependant children 18 or younger only)
Recall Exams	6 months
Fee Guide	Current
Termination Age	Employee's age 70

**ARTICLE 31 - INTERPRETATIONS**

**31.01 Heading for Reference Only**

The Article headings shall be used for purposes of reference only, and may not be used as an aid in interpretation of this Agreement.

**31.02 Time References**

References to days, weeks, months or years in this Agreement shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided for.

**31.03 Objective Approach**

Where a specific definition of a word, expression, term, or phrase is not expressly provided for in this Agreement, such word, expression, term or phrase shall be interpreted objectively, according to common sense and normal grammatical usage.

**ARTICLE 32 - WAGE RATES AND CLASSIFICATIONS**

**32.01 Wage Rates**

The Employer and the Union agree that the straight time wage rates for all bargaining unit work shall be as follows:

<b>Classifications</b>	Effective	Effective	Effective
	<u>May 1, 2009</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>
Probation (new hire)	\$11.50	\$11.75	\$11.96
Casual (completion of probation to 1 <sup>st</sup> yr)	\$14.00	\$14.26	\$14.55
Casual (1 yr or more)	\$14.25	\$14.55	\$14.85

Regular Status:

After 1 year	\$15.14	\$15.44	\$15.75
After 3 years	\$15.21	\$15.59	\$15.98
After 6 years	\$15.44	\$15.90	\$16.38
After 9 years	\$15.74	\$16.21	\$16.70

Retro only applies to wages based on total hours worked at the regular rate (overtime hours will be paid out at the same rate as regular hours) for this agreement only (2009 - 2012).

**32.02 Piece Rates**

Hours indicated are 3 hour minimum call outs and the dollar amounts are piece rates:

			<u>May 1, 2009</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>
		<u>Old Rates</u>	15%	10%	10%
Cranbrook	In Town	\$22.00	\$25.30	\$27.83	\$30.61
Cranbrook	Creston	\$40.00	\$46.00	\$50.60	\$55.66
Cranbrook	Fernie	\$40.00	\$46.00	\$50.60	\$55.66
Cranbrook	Golden	\$95.00	\$109.25	\$120.18	\$132.20
Nelson	In Town	3 hours			
Nelson	Trail	3 hours			
Nelson	Castlegar	3 hours			
Nelson	Kaslo	3 hours			
Nelson	Rossland	3 hours			
Kamloops	In Town	\$22.00	\$25.30	\$27.83	\$30.61
Kamloops	Chase	\$28.00	\$32.20	\$35.42	\$38.96
Kamloops	Barrier	\$32.00	\$36.80	\$40.48	\$44.53
Kamloops	Scotch Creek	\$37.00	\$42.55	\$46.81	\$51.49
Kamloops	Sorrento	\$32.00	\$36.80	\$40.48	\$44.53
Kamloops	Cache Creek	\$35.00	\$40.25	\$44.28	\$48.71
Kamloops	Merritt	\$35.00	\$40.25	\$44.28	\$48.71
Kamloops	Salmon Arm	\$56.00	\$64.40	\$70.84	\$77.92
Kamloops	Clearwater	\$44.00	\$50.60	\$55.66	\$61.23
Kamloops	Lytton	\$63.00	\$72.45	\$79.70	\$87.67
Kamloops	Lillooet	\$70.00	\$80.50	\$88.55	\$97.41
Kamloops	Ashcroft	\$42.00	\$48.30	\$53.13	\$58.44

Kelowna	In Town	\$22.00	\$25.30	\$27.83	\$30.61
Kelowna	Westbank	\$22.00	\$25.30	\$27.83	\$30.61
Kelowna	Summerland	\$35.00	\$40.25	\$44.28	\$48.71
Kelowna	Penticton	\$35.00	\$40.25	\$44.28	\$48.71
Kelowna	O K Falls	\$42.00	\$48.30	\$53.13	\$58.44
Kelowna	Oliver	\$45.00	\$51.75	\$56.93	\$62.62
Kelowna	Osoyoos	\$55.00	\$63.25	\$69.58	\$76.54
Kelowna	Vernon	\$42.00	\$48.30	\$53.13	\$58.44
Kelowna	Winfield	\$21.00	\$24.15	\$26.57	\$29.23
Vernon	In Town	\$35.00	\$40.25	\$44.28	\$48.71
Vernon	Kelowna	3 hours			
Vernon	Winfield	3 hours			
Vernon	Salmon Arm	3 hours			
Vernon	Sicamous	3 hours			
Vernon	Sorrento	4 hours			
Vernon	Revelstoke	3 hours			
Vernon	Armstrong	3 hours			
Vernon	Golden	3 hours			

### 32.03 Training and Night Shift premiums

Trainer premium will be paid five (\$5) dollars per shift for training a new hire, this will apply during the first three (3) months of the new hires employment.

Night Shift premium will be paid twenty two (\$22) dollars per week for employees who bid on a Full Time night run position and work all five (5) shifts per week.

## ARTICLE 33 - RETROACTIVITY

### 33.01 Definition

All aspects of the renewed collective agreement shall be fully retroactive to the effective date of the agreement.

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SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

For the Employer:

\_\_\_\_\_  
Chris Goodrich  
Operations Manager

For the Union:

\_\_\_\_\_  
Ron Clarkson  
Bargaining Committee Member

\_\_\_\_\_  
Shawn Gyuricska  
Bargaining Committee Member

\_\_\_\_\_  
Mark Mistic  
CAW Local 114 Union Representative

\_\_\_\_\_  
Susan Spratt  
CAW-Canada National Representative

## LETTER OF UNDERSTANDING #1

### Re: Fast Track Mediation/Arbitration Process

WHEREAS the Employer and the Union have agreed upon a Memorandum of Settlement, and Appendix "A" to that Memorandum includes, at Paragraph 10, an agreement to append this Letter of Understanding in the revised collective agreement, THEREFORE the Parties agree as follows:

1. By mutual, written agreement, the Parties can substitute an expedited arbitration procedure in place of Article 13 at any stage of the grievance procedure;
2. In that event the Award published by the agreed-upon Arbitrator will be binding in the same fashion as if Article 13's process had been used. Costs will be share equally in the usual manner. However, the Procedural Guidelines in the following paragraphs will apply;
3. The Party wishing to substitute this procedure shall notify the other party in writing of its request for agreement, identify the grievance, and attach a proposed Agreed Statement of Facts;
4. The Party receiving the above request will respond in writing within seven (7) calendar days, and include in its written response its agreement or disagreement with the proposed use of expedited arbitration, and if this expedited method is acceptable, its own form of the Agreed Statement of Facts;
5. If the Parties agree to the expedited process, they will make every reasonable effort to finalize the Agreed Statement of Facts for the Arbitrator;
6. The Party which requested the process will notify the Arbitrator of the agreement to the process and provide him or her with any Agreed Statement of Facts. If such a Statement is not finalized within ten (10) working days of the responding Party's agreement to the process, the Arbitrator will be provided, in any event, with photocopies of the of the exchange of correspondence between the Parties;
7. The parties will advise the Arbitrator that they agree to a pre-hearing conference call with the Parties or their counsel to deal with procedural and scheduling issues;
8. The normal rules of evidence used in arbitration will apply to the hearing;
9. The Parties and their counsel agree that any brief of authority presented by each of them shall contain no more than five court, arbitration or other tribunal decisions;
10. This expedited process contemplates a requirement by the Parties to request the Arbitrator to engage in mediation attempts prior to the commencement of a formal arbitration hearing. The Parties agree that no more than three (3) hours should be devoted to mediation efforts. Barring exceptional circumstances, the formal arbitration will commence promptly following three (3) hours after the commencement of the proceeding.

The Parties agree that such mediation discussion are "without prejudice", that the Arbitrator shall not treat statements or documents made or provided during the

mediation process as evidence in the formal arbitration hearing, and that they will not dispute the Arbitrator's jurisdiction to conduct the formal arbitration hearing because of his/her involvement in the mediation process; and

11. The Mediator/Arbitrator will be selected from the following list. The names in the list will be used sequentially. If the Arbitrator on the list is not available to commence the process within thirty (30) calendar days of being contacted, the Parties will contact the next Arbitrator on the list. Whichever Arbitrator is appointed from the list, he or she will be provided with a photocopy of this Letter of Understanding promptly following the appointment, and in any event, before the pre-hearing conference telephone call referred to earlier.

List of Arbitrators

Colin Taylor, Q.C.  
Stan Lanyon, Q.C.  
Ken Albertini

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

For the Employer:

For the Union:

\_\_\_\_\_  
Chris Goodrich  
Operations Manager

\_\_\_\_\_  
Ron Clarkson  
Bargaining Committee Member

\_\_\_\_\_  
Shawn Gyuricska  
Bargaining Committee Member

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