



**TEAMSTERS  
CANADA**

**ONTARIO AGREEMENT**

**BETWEEN**

**CANADA COUNCIL OF TEAMSTERS**

**Affiliated with the  
International Brotherhood of Teamsters  
And Its Local Unions 419 and 879  
(hereinafter referred to as the "Union")**

**-and-**

**GARDAWORLD  
(hereinafter referred to as the "Company")**

**Effective from  
May 1<sup>st</sup>, 2021 to April 30<sup>th</sup>, 2025**

**GARDAWORLD**

Name: \_\_\_\_\_

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_

**Teamsters Local Union No. 419**

1890 Meyerside Drive  
Mississauga, Ontario  
L5T 1B4

**Vice President: Owen Lane**

Office: (905) 670-4190 x228

Fax: (905) 670-4957

Cell: 416-892-7449

**Email: [owen@teamsters419.ca](mailto:owen@teamsters419.ca)**

**[www.teamsters419.ca](http://www.teamsters419.ca)**

**Chief Steward - Ontario: Pete Lemaitre**

Cell: 905-317-9573

**Email: [buckshotpete@hotmail.com](mailto:buckshotpete@hotmail.com)**

# LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of  
GardaWorld**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.5 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President  
**Teamsters Local 419**

*“In Solidarity We Rise”*

# TEAMSTERS LOCAL UNION NO. 419

## EXECUTIVE BOARD

<b>President</b>	<b>JASON SWEET</b>
<b>Vice-President</b>	<b>OWEN LANE</b>
<b>Secretary-Treasurer</b>	<b>HARJINDER S. BADIAL</b>
<b>Recording Secretary</b>	<b>KEITH BRUCE</b>
<b>Trustee</b>	<b>AARON NOVIELLI</b>
<b>Trustee</b>	<b>GWEN PAINTER</b>
<b>Trustee</b>	<b>TROY SNOW</b>
<b>Business Agent</b>	<b>KEN DEAN</b>
<b>Business Agent</b>	<b>FAHEEM BHATTI</b>
<b>Business Agent</b>	<b>BRANDON DAWE</b>

## STAFF

<b>Executive Assistant</b>	<b>JOY QUE</b>
<b>Accounting</b>	<b>RANEM DHALIWAL</b>
<b>Admin. Support/Dues</b>	<b>KAREN CANN</b>



***“In Solidarity We Rise”***

# Teamsters Historical Overview



**International Brotherhood of Teamsters  
1,400,000 Members**

**Teamsters Canada  
130,000 Members**

**Teamsters Ontario  
Joint Council 52  
44,000 Members  
In nine (9) different local unions across  
the Province of Ontario**

# Teamsters Canada

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

*Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.*

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



Members in each Province:

British Columbia – 30,000  
Alberta – 8,000  
Saskatchewan – 1,000  
Manitoba – 2,000  
Ontario – 44,000  
Quebec – 41,000  
Newfoundland – 1,000  
Nova Scotia and New Brunswick – 2,000

# Teamsters Canada

<b>TEAMSTERS CANADA SERVICES</b>	<b>UNION SERVICES</b>
<ul style="list-style-type: none"> <li>- Research</li> <li>- Governmental Affairs</li> <li>- Education</li> <li>- Communications</li> <li>- Recruiting</li> <li>- Out-of-work Benefits</li> <li>- Health and Safety</li> <li>- Human Services</li> </ul>	<ul style="list-style-type: none"> <li>- Negotiation/Collective Bargaining</li> <li>- Grievance and Arbitration Procedure</li> <li>- Health and Welfare Program</li> <li>- Pension Plan Program</li> <li>- Job Security</li> <li>- Legal Assistance</li> <li>- Political Action</li> <li>- Governmental Representation</li> <li>- Workplace Safety and Insurance Board Advocacy</li> <li>- Human Relations</li> <li>- Education</li> <li>- Research</li> <li>- Members Scholarship</li> <li>- Health and Safety Program</li> <li>- Union Publication</li> <li>- Communications</li> <li>- Credit Card Program</li> <li>- Public Campaign</li> <li>- Charity Sponsorship</li> <li>- Retirees Program</li> <li>- Recruiting</li> <li>- Out-of-Work Benefits</li> <li>- Accounting System (TITAN)</li> </ul>
<p style="text-align: center;"><b>TRADE DIVISIONS</b></p> <ul style="list-style-type: none"> <li>- Brewery, soft Drink</li> <li>- Construction</li> <li>- Dairy and Bakery</li> <li>- Warehouse</li> <li>- Movie and Trade Union</li> <li>- Chemical and Energy</li> <li>- Printing and Newspaper</li> <li>- Industrial Trades</li> <li>- Courier</li> <li>- Freight and Cartage</li> <li>- Airline</li> <li>- Rail</li> <li>- Armoured Cars</li> <li>- Healthcare</li> </ul> <p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	

## WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help with worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.



## **WHO IS YOUR UNION STEWARD?**

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interests of the Union members are protected and guaranteed.

## **Interviews or Investigations**

### **As a Teamster Member,**

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

**1) Demand union representation:**

Ask for Union representation before the interview.

**2) Refuse to proceed without union representation:**

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

**3) Union representation is a fundamental right:**

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

### **What should you say:**

*"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."*

### **This is what your Steward can do for you:**

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

# **OCCUPATIONAL HEALTH & SAFETY LAW**



# **THE OCCUPATIONAL HEALTH AND SAFETY ACT**

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

## **Employer's Duties**

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

## **Supervisor's Duties**

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

## **Workers' Obligations**

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

## **Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

## **The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY  
(Ministry of Labour)  
Toronto – 416-326-7770, Mississauga – 905-273-7800  
After hours – 1-800-268-6060**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The Company and the Union agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

### **1.02 Joint Labour/Management Consultation Meetings**

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every three months, the chair rotates, the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "B" of this Agreement.

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the bargaining agent for all its employees in the Province of Ontario, including all Cash Processing employees, save and except dispatchers, supervisors, and those persons above the rank of supervisor, office, clerical employees and sales staff, and employees



working in the Greater Ottawa region and satellite offices of the Company out of Ottawa.

2.02 Casual employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:

(a) for the purpose of instruction or training, or

(b) for emergency situations requiring immediate action which shall be subject to the grievance procedure, or

(c) small branch operations to promote efficiency.

2.04 **No Contracting Out Work**

No unionized work will be subcontracted unless agreed between the Company and the Union prior to subcontracting (subject to the agreement reached by the Company and the Union as spelled out in Appendix "D") If the parties are unable to reach an agreement the matter may be referred to arbitration as per Article 7.02 for final determination. No work will be subcontracted until the arbitrator's decision is known.

2.05 **Outside Agreement**

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

2.06 **Gender Clause**

The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2.07 **Printing of the Collective Agreement**

The Company will pay the cost of printing the Collective Agreement at a Unionized Printing Shop.

**ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

3.01 The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees for proper cause or otherwise discipline employees.

3.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.

3.03 The right to reduce overtime wherever and whenever possible.

3.04 The right to determine the products to be handled and the methods of handling and processing and related scheduling

of operations, and to manage this business in all respects.

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

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Branch Steward as part of the induction training program.
- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance

with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies from the first pay of an eligible employee each month, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the current month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.

4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.

(a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.

(b) Twelve (12) checkoffs per year (calendar month).

Monthly: Addresses to be updated as well as name changes i.e. marriage and terminations or resignations to be clearly identified.

4.05 The Company will list the annual regular Union dues paid by each employee on their Income Tax T-4 Statement.

4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

4.07 The Company agrees to remit, twice annually to the Union, a complete list of updated addresses and phone numbers for all employees in the bargaining unit.

## **ARTICLE 5 - UNION REPRESENTATION**

5.01 Shop Stewards shall be appointed or elected as the Union so wishes, to see whether the members of the Union and the Company follow the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Shop Stewards for lawful Union activities, and the Shop Steward shall not let their duties unduly interfere with their regular work assignment.

Two (2) stewards, of which one shall be the Chief Steward, shall be elected or appointed and located at a Branch, as determined by the Union, to perform Union duties with access to communication devices. It is understood that, from time to time, these stewards will be performing operational duties when required in emergency situations. These Stewards shall be paid the All-off Rate.

The Chief Steward shall be responsible for all the branches in Ontario covered under this Agreement and shall be provided with a cell phone.

Stewards in the following branches shall be appointed or elected as follows:

Toronto	Two (2) Stewards
Mississauga ST	Two (2) Stewards

Mississauga CVS	Two (2) Stewards
Northern Ontario	One (1) Steward
Peterborough	Two (2) Steward
Owen Sound	One (1) Steward
Beamsville	One (1) Steward
London	Two (2) Stewards
Windsor	One (1) Steward

In those branches where it is required to have more than one (1) steward, said stewards would be working on different shifts. The last day shift spot bidded, exclusive of weekend day shift spots, will go to the Union Steward if their seniority did not already secure him a spot and the Union Steward will appoint an alternate steward on the night shift.

Any other CVS branch that increases to 20 full time employees a Steward will be added.

5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.

5.03 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay. In any meeting with the Company on Union business, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.

- 5.04 All employee payroll details will be made available to the Stewards upon twenty-four (24) hours' notice. The business Representative of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the electronic time sheets, payrolls and equipment used by employees in order to determine that the terms of this Agreement are being observed, provided the employee shall have no unescorted access to the security area.
- 5.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 5.06 **Alternate Stewards**
- The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work. The Company will be advised in writing of the names of any Alternate Stewards once they are selected.
- 5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and the employee shall have the right to representation from the Chief Steward or Union Business Representative.

- 5.08 The Chief Steward shall be copied on all correspondence regarding letters of discipline and all posting notices.
- 5.09 A W.S.I.B. representative shall be appointed by the Union and shall be recognized by the Company. This W.S.I.B. representative will be given all the necessary time off to perform their required duties.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until the employee has first given the Company the opportunity to adjust their complaint with the assistance of the Steward if required.
- 6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this



agreement.

When practical, any grievance of an employee should identify:

- i) The facts giving rise to the grievance
- ii) The section or sections of the agreement claimed to be violated;
- iii) The specific remedy requested

#### 6.04 **Step One**

Any grievance of an employee shall first be taken up between such employee, their Shop Steward and their immediate Supervisor, within seven (7) working days of the date of the decisions under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.

#### 6.05 **Step Two**

Bi-weekly the Steward, with the relevant Manager, will meet to review all cases. The Grievor may choose to be present at this stage of the procedure. The written decision of the Company shall be returned within five (5) working days.

#### 6.06 **Step Three**

Failing settlement under Step Two, the matter will be taken to Step Three. The Union designates shall be a Business Agent or the Chief Steward, as the case may be, and the designates shall be the Branch Manager and either the Human Resources Representative or the Regional Vice

President or their designate. The grievance may be resolved by agreement and the decision shall be final and binding. With consideration to the needs of the business, and whenever possible this meeting will be conducted as close as possible to the employee's regular start time. This meeting must be conducted once a month and the grievor and their steward shall be present and will not suffer any loss of wages.

## 6.07 **General Provisions**

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 3 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

## 6.08 **Extension of Time Limits**

Any and all-time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

## 6.09 **Discharge or Suspension Notice**

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

## 6.10 **Discharges and Suspensions**

- (a) If an employee who has acquired seniority believes that the employee has been discharged or suspended without just cause, the grievance shall be presented at Step Three within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, the employee shall not suffer any loss of pay for the duration of the Company's investigation.

At the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the pre-scheduled meeting or, failure of the employee to inform the Company beforehand of their inability to attend the meeting, the employee shall be deemed to have abandoned their employment, unless the employee is unable to attend the meeting for reasons beyond the employee's control. Notice of the Meeting shall be in writing and shall be deemed

sufficient if sent by registered mail to the employee's last known address on file with the Company, after an attempt has been made to contact the employee by phone.

While on a paid suspension, the employee shall be available at all times during the employee's regular working hours, as if the employee was working and the employee shall report to their immediate Supervisor on a daily basis.

- (b) If, as a result of criminal charges, an employee's ability to carry a firearm for employment purposes is revoked, the employee shall be suspended without pay for as long as the employee is unable to carry a firearm.
- (c) If, as a result of criminal charges, there is no restriction placed on an employee's ability to carry a firearm for employment purposes or the bail conditions respecting the charges permit same, the Employer can:
  - (i) allow the employee to work and carry a firearm;
  - (ii) allow the employee to work by re-assigning the individual to a bargaining unit position which does not require the carrying of a firearm, and continue to pay the employee their normal wage rate; or
  - (iii) suspend the employee with pay until the final disposition of the charges.
- (d) The Union reserves the right to grieve and arbitrate the Company's involvement in the revocation of an employee's ability to carry a firearm, in circumstances where an employee is suspended without pay in

paragraph (b) above.

6.11 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with their Steward, then the employee will immediately leave the premises.

6.12 **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations.

For greater clarity, the Company will only administer discipline at a meeting face-to-face with the employee concerned, and a Steward present, failing which, the discipline shall be deemed null and void.

6.13 **Employee's Record**

Any adverse statements, warnings, reprimands or suspensions will be removed from the employees file after twelve (12) months from this occurrence provided there has been no re-occurrence of the same incident. In the event, that the employee goes off on an approved leave of absence and/or disability leave during the twelve (12) month time period, the discipline will be paused and the time duration will resume once the employee returns to work.

6.14 If adverse statements, warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be

given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the Company has knowledge of circumstances that led to the discipline and this time limit shall not exceed five (5) weeks, except for theft or fraud. If the Company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

- 6.15 Any employee, with twenty-four (24) hours' notice and on their own time, shall be allowed to inspect their own personnel file. The business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.
- 6.16 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.

## **ARTICLE 7 - ARBITRATION**

- 7.01 Failing settlement under Step 3 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be

taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 3 is given, the grievance shall be deemed to have been abandoned without prejudice.

7.02 The arbitration hearing will commence no later than 30 days after the date of the written request for arbitration. The following arbitrators will be canvassed for hearing dates within this thirty (30) day period:

Louisa Davie  
Chris Albertyn  
Dana Randall  
Brian Keller  
Norm Jesin  
Eli Gedalof  
Jesse Nyman  
Russell Goodfellow

The Company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (managers for the Company and stewards for the union) will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators may be added or deleted from the list by mutual agreement. Arbitrators named must be able to convene a hearing within thirty days of the referral and shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty-eight hours following the hearing for expedited cases and within three weeks for any other case.

- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all-time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 No matter may be submitted to Arbitration which has not been properly carried through the prescribed steps for the grievance procedure.



## **ARTICLE 8 - STRIKES AND LOCKOUTS**

8.01 During the life of this Agreement, and after the expiry date of the Agreement, except in accordance with Article 8.05 and 8.06, there shall be no strike/lockout by the Company or by the Union.

### **8.02 Legal Picket Line**

It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

8.03 A system for negotiations and interest arbitration is described herein. The rights of the parties to strike or lock out are as defined in this system.

8.04 The Union recognizes the Company's need to assure its customers that services will not be frequently disrupted by work stoppages. The following system for negotiations/interest arbitration is designed to enhance the Company's ability to maintain customer service in the long term while ensuring fair terms and conditions of employment for the employees.

8.05 Wage Rates for the duration of the current collective agreement, ("current wage rates") are provided for in the chart in Article 9.01 (a). Current wage rates are based on wage rates that were negotiated by the Toronto Police Association on behalf of fourth-class constables in the Uniform Collective Agreement between the Toronto Police Association and the Toronto Police Services Board (the "Uniform Collective Agreement") effective January 2018 to

January 2021. The parties' agreed-upon formula for establishing wage rates for renewal collective agreements ("future wage rates"), which renewal collective agreements shall each be of three years' duration, is as follows:

Subject to the proviso detailed below, future wage rates will follow the pattern established in the chart in Article 9.01 (a) (i) and (ii), namely: the Custodian/Vault classification in the Toronto area will earn, the same wage rates increase as the Fourth-Class Constables earned or will have earned three years earlier under the Uniform Collective Agreement. For example May 2021 rates correspond with January 2018 rates under the Uniform Collective Agreement May 2022 rates correspond with January 2019 rates under the Uniform Collective Agreement; May 2023 rates will correspond with the January 2020 rates to be negotiated for Fourth Class Constables under the Uniform Collective Agreement; May 2024 rates will correspond with the January 2021 rates to be negotiated for Fourth Class Constables under the Uniform Collective Agreement and so on in the future.

The remaining classifications in the Toronto Area, and all of the classifications in all of the other areas covered by the Collective Agreement receive, and will in future receive, the same numeric wage increase as the Custodian/Vault Classification, except that the "Cash Processing" classification wage increase will be based on the percentage (%) increase to be received by the Toronto custodian/Vault Position to be rounded up to the nearest nickel.

### **Proviso**

If, at any time, the Fourth-Class Constable Classification is deleted, or if future Uniform Collective Agreements break

away from the current and past ratio percentage (%) between First Class Constables and Fourth-Class Constables (practice pattern from Jan. 1, 1999 to Jan. 1, 2021 inclusive) then the parties will attempt to reach agreement on the reformulation of the pattern for determining wage increases. Failing mutual agreement, the parties may agree to refer the issue to an interest arbitrator in which case Articles 8.06 (a) and (b) will apply. In the absence of mutual agreement to the issue of interest arbitration, Article 8.06 (c) will apply.

8.06 The renewal collective agreements will be negotiated in accordance with the following rules:

- (a) Subject to article 8.05 and 8.06 (c), matters that the parties are unable to settle in the negotiation or conciliation process will be referred to an arbitrator for final and binding determination using the system provided for in article 7.02. The parties will also, unless there is a mutual agreement not to, use a 3-person Board of Arbitration in which case the union and the Company will each appoint a nominee within 5 days for the initiation of the interest arbitration process.
- (b) When article 8.06 (a) applies, the right to strike or lockout under the Canada Labour Code is suspended; in addition, all terms and conditions of employment, including the grievance and arbitration procedure remain open until an interest arbitration award is handed down and in effect.
- (c) Article 8.06 (a) does not apply in the event that the Company in collective bargaining seeks concessions of any sort or wants to break away from the wage

formula. In such a case, the agreement to arbitrate is null and void and the parties shall exercise all of their rights under the Canada Labour Code, including, without limiting the generality of the foregoing, the right to strike and lockout. For clarity, and without limiting the generality of the foregoing, a concession is deemed to include, *inter alia*, a proposal whereby the Company's health and welfare benefit contribution would be less than required to maintain the current level benefits in the opinion of the benefit plan administrator.

- (d) Where applicable, the interest arbitration process can be invoked by either party giving written notice to the other of its desire to refer outstanding matters to interest arbitration once the conciliation process has been exhausted and a "no-board report" has been issued.

**ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES**

- (a) The following straight-time hourly rates shall be in effect during the term of this Agreement.

	1.75%	2.50%	2.50%	1.97%
<b>Increase</b>	\$ 0.60	\$ 0.85	\$ 0.90	\$ 0.70
<b>Toronto/Mississauga/Ajax/Aurora/Barrie</b>	<b>01-May-21</b>	<b>01-May-22</b>	<b>01-May-23</b>	<b>01-May-24</b>
All-Off/Express Deposit	\$ 32.40	\$ 33.25	\$ 34.15	\$ 34.85
Custodian/Vault/One Person Service	\$ 31.40	\$ 32.25	\$ 33.15	\$ 33.85
Mechanic's Helper/Mechanic	\$ 31.40	\$ 32.25	\$ 33.15	\$ 33.85
Guard/Driver/ABM service	\$ 30.30	\$ 31.15	\$ 32.05	\$ 32.75

Coin Room	\$ 28.40	\$ 29.25	\$ 30.15	\$ 30.85
Cash Cage/Turret	\$ 26.40	\$ 27.25	\$ 28.15	\$ 28.85
Casual CIT	\$ 27.40	\$ 28.25	\$ 29.15	\$ 29.85
<b>Oshawa/Hamilton/ Burlington</b>				
All-Off/Express Deposit	\$ 31.30	\$ 32.15	\$ 33.05	\$ 33.75
Custodian/Vault/One Person Service	\$ 30.30	\$ 31.15	\$ 32.05	\$ 32.75
Guard/Driver/ABM service	\$ 29.30	\$ 30.15	\$ 31.05	\$ 31.75
Coin Room	\$ 28.30	\$ 29.15	\$ 30.05	\$ 30.75
Cash Cage/Turret	\$ 26.30	\$ 27.15	\$ 28.05	\$ 28.75
Casual CIT	\$ 27.10	\$ 27.95	\$ 28.85	\$ 29.55
<b>Northern Ontario</b>				
Lead hand	\$ 30.30	\$ 31.15	\$ 32.05	\$ 32.75
All-Off/Express Deposit	\$ 29.30	\$ 30.15	\$ 31.05	\$ 31.75
Custodian/Vault/One Person Service	\$ 28.30	\$ 29.15	\$ 30.05	\$ 30.75
Guard/Driver/ABM service	\$ 27.30	\$ 28.15	\$ 29.05	\$ 29.75
<b>Peterborough</b>				
Lead hand	-----	-----	-----	-----
All-Off/Express Deposit/One Person Service	\$ 29.30	\$ 30.15	\$ 31.05	\$ 31.75
Custodian/Guard/Driver/ABM service/Vault	\$ 28.30	\$ 29.15	\$ 30.05	\$ 30.75
<b>Owen Sound</b>				
Lead hand	\$ 29.60	\$ 30.45	\$ 31.35	\$ 32.05
All-Off/Express Deposit/One Person Service	\$ 28.60	\$ 29.45	\$ 30.35	\$ 31.05
Custodian/Guard/Driver/ABM service/Vault	\$ 27.60	\$ 28.45	\$ 29.35	\$ 30.05
<b>Beamsville/ London</b>				
Lead Hand	-----	-----	-----	-----
All-Off/Express Deposit	\$ 29.70	\$ 30.55	\$ 31.45	\$ 32.15
Custodian/Vault/One Person Service	\$ 28.70	\$ 29.55	\$ 30.45	\$ 31.15
Guard/Driver/ABM service	\$ 27.80	\$ 28.65	\$ 29.55	\$ 30.25
Cash Cage/Turret	\$ 25.60	\$ 26.45	\$ 27.35	\$ 28.05
<b>Windsor</b>				
Lead hand	\$ 30.70	\$ 31.55	\$ 32.45	\$ 33.15
All-Off/Express Deposit	\$ 29.70	\$ 30.55	\$ 31.45	\$ 32.15
Custodian/Vault/One Person	\$ 28.70	\$ 29.55	\$ 30.45	\$ 31.15

Service				
Guard/Driver/ABM service	\$ 27.80	\$ 28.65	\$ 29.55	\$ 30.25
Cash Cage/Turret	\$ 25.60	\$ 26.45	\$ 27.35	\$ 28.05
Cash Processing (All Ontario)	\$ 19.04 (\$0.60)	\$ 19.52 (2.50%)	\$ 20.01 (2.50%)	\$ 20.71 (\$0.70)

**Progressive Scale:**

The following progressive scale shall apply to full-time individuals hired on or after ratification and will be in effect during the term of this Agreement:

- 0-1000 hours – 80% of rates above
- 1001-2000 hours – 85% of rates above
- 2001-4000 hours – 90% of rates above
- 4001-6000 hours – 95% of rates above
- 6001+ hours – Full rate

(b) Any branch using “Stand-by” work will adhere to the following except for the Mississauga branch:

- (i) “Stand-by” rate of pay will be sixty (\$60) dollars flat rate.
- (ii) If an employee is called in to work, they will be paid at their regular wage rate for a minimum of four (4) hours.
- (iii) Employees cannot be “stand-by” for longer than a ten (10) hour period.
- (iv) No additional premiums will be applied to the “stand-by” rate.
- (v) If an employee is called into work, they will not be paid the “stand-by” rate, only hours worked.

(c) In choosing lead hands, seniority shall prevail. It is the responsibility of the Company to train the lead hand and the lead hand shall be able to perform all the duties required within thirty (30) working days.

(d) **Crewing Models**

An "All Off" crew is where work is completed by a two-person crew where both crew members exit the vehicle and enter the customer site to complete their work. The crew completes the work and returns together to the vehicle. Including Trunker Mode on non "T" Series trucks. Both crew members are paid the "all off" wage rate.

A "Trunker" crew is where a driver and a custodian are transferring liability between secure locations in Trunking mode. The crew only exits the vehicle within secure locations to complete the work. Both crew members are paid the "custodian" wage rate.

An "Express Deposit" crew is a single person low liability crew. The crew member is paid the "Express Deposit" wage rate.

A "One Person Service" crew is a single person crew that performs first line maintenance to ABMs, Cash 360 or other customer equipment. The crew member is paid the "One Person Service" wage rate.

An armoured car crew will be made up of a minimum of two (2) crew members.

## 9.02 **New Classifications**

When new work is required for which, there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 7 hereof.

- 9.03
- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be by direct deposit. The Company will not access employee's bank account to remove monies under any circumstances.
  - (b) The Company shall provide every employee covered by this Agreement on each pay day, with an electronic itemized statement in respect to all wage payments to such employee. Such statement shall be available online and will set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages
  - (c) When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is for an amount of one hundred



dollars (\$100.00) or more, the Employee will receive payment within seventy- two (72) hours from informing Management. Amounts less than one hundred dollars (\$100.00) will be reimbursed on the Employee's following pay.

- 9.04 (a) Once every 2 years, in January, the Company will provide a boot allowance of two hundred (\$200.00) dollars to full-time employees to assist in the purchase of black polishable style boots or shoes which must be C.S.A. approved. This amount will not be counted as earnings and will not show on the employee's T4. The Company may arrange to have a reputable supplier to supply the boots or the shoes to employees electing not to purchase their own boots or shoes at no out-of-pocket cost to the employee.
- (b) Once every 2 years, in January, the Company will provide a boot allowance of one hundred and fifty (\$150.00) dollars to full-time employees to assist in the purchase of boots or shoes which must be C.S.A. approved. This amount will not be counted as earnings and will not show on the employee's T4. The Company may arrange to have a reputable supplier to supply the boots or the shoes to employees electing not to purchase their own boots or shoes at no out-of-pocket cost to the employee.

9.05 (a) **Clothing Allowance:**

The Company shall furnish and pay for uniform equipment for employees as required. All employees are obligated to wear the uniforms provided by the

Company while on duty. The style and quantity of specific items shall be determined by the Company. Such uniforms shall remain the property of the Company and must be returned upon an employee leaving the Company. All uniform items, including shirts, shall be replaced on a one-to-one basis only when deemed appropriate by management. The Company shall direct the appropriate uniform dress code.

- (b) Each employee shall be assigned a locker. Once assigned, the locker shall be considered as that employee's private property and no-one may open and/or search the employee's locker unless that employee is present, or for security considerations when the employee or the union have been notified prior to opening the locker.

9.06 All full-time road crew employees will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon return of the expired vest outside of the manufacturer's warranty. All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the Company.

9.07 On over the road operations which are overnight or out for more than one (1) day, the following allowances will apply for the second and all subsequent days:

- a) Breakfast \$15.00
- b) Lunch \$20.00
- c) Dinner \$25.00

The meal allowance will not be paid where meals are provided.

9.08 Such meal allowances for overnight runs will be paid in cash prior to the run leaving the branch. Additionally, any employees who are required to lay over while out of town will be provided with reasonable hotel lodging (two employees to a double room). In the event an overnight run is unable to continue and employees are required to lay over for a period of time, such employees shall be paid for their regularly scheduled shift. However, if such employees are required to guard or remain on the armoured car, they will be paid for all the time spent in so doing, at the applicable rates.

9.09 Tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Company, and shall remain the property of the Company at all times.

9.10 **Possession and Acquisition Licence**

(a) Any certificates or permits required by either the government or the Company to carry out an employee's duties for the Company, shall be considered a condition of employment. This shall not include the cost of the driver's licence renewal. The cost of obtaining and renewing said permits or certificates will be paid by the Company in addition to the cost of any course or course material in this regard. Employees will bear the initial cost of permits including the cost of an initial Possession and Acquisition License (PAL) whenever it is obtained. Each employee must

provide the application to renew their PAL three (3) months prior to the expiration date to the Company. Should an employee submit their application to the Company after this time and not receive their renewed PAL prior to the expiration of their current PAL they will be placed on a leave of absence without pay until such time as they receive their renewed PAL.

(b) For employees requiring a firearm, successfully passing an annual requalification is a condition of your employment. Failure of an employee to successfully pass their annual firearms requalification will result in an unpaid leave of absence until such time an unarmed position becomes available within their seniority.

9.11 The Company agrees to pay for all bonding for its employees.

9.12 **Shift Premium**

Any employee whose scheduled shift falls between the hours of 01:01am and 2:59am shall receive a shift premium of one (\$1.00) dollar per hour for all hours worked on each such shift. It is understood that the shift premium is an integral part of the employee's wage rate and therefore is payable for stats, floaters, sick days, vacations, jury duty, bereavement and training. Overtime will not be applied to the shift premium.

9.13 Effective upon ratification, the Company will pay a training Premium of one (\$1.00) dollar per hour for each shift worked as a trainer.

The Company will train a Pool of interested employees as trainers. All training opportunities will be offered to the trainers by seniority.

**ARTICLE 10 - STATUTORY HOLIDAYS**

10.01 All regular full-time employees shall be entitled to the following legal holidays with pay:

New Year's Day	Labour Day
Family Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1 floater day

For each department, the Company shall advise the Union one (1) month prior to the holiday date which calendar day, closest to the holiday date and aligned with financial and commercial institution's operations, shall be considered the holiday under this Agreement.

10.02 (a) Full-time employees are eligible as of January 1<sup>st</sup> of every calendar year for one "floating" holiday which shall be booked one week in advance in writing, however no floating holidays will be granted during the Christmas period (December 7 to December 31) except in conjunction with vacation. The Company reserves the right to limit the number of employees off on a given day to meet operational requirements.

(b) For the Cash Processing employees, the "floater" holiday will be allocated to Remembrance Day.

- 10.03 If a Holiday or Holidays fall(s) within an employee's vacation period, the employee will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following their vacation period, or a mutually agreed upon time. At the employee's request all banked lieu hours earned can be paid out or banked to a maximum of one hundred and sixty (160) hours. Banked lieu time will be paid at the rate it was earned.
- 10.04 Eligible full-time employees are those guaranteed forty (40) hours a week and who have been employed in excess of thirty (30) calendar days.
- 10.05 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.
- 10.06 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the classification to which the employee is assigned to work on such Holiday, over and above their regular Holiday pay.
- 10.07 Notwithstanding Article 10.09, if a Holiday falls on an employee's day off, the employee shall be entitled to an additional day off with pay on their next regularly scheduled work day or a mutually agreed upon day. Employees may bank lieu hours in accordance with Article 10.03.

- 10.08 Any hours worked on a Statutory Holiday shall be paid at time and a half (1.5) the employee's hourly rate.
- 10.09 (a) Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, the employee shall be paid eight (8) hours' pay at their hourly rate for the Holiday, providing the employee has met the requirements of Article 10.10 of this agreement, and their work week shall remain unchanged for such week.
- (b) Employees assigned the four (4) day work week will be paid ten (10) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a four (4) day employee's scheduled day off, the employee shall be paid ten (10) hours' pay at their hourly rate for the Holiday, providing the employee has met the requirements of Article 10.10 of this agreement, and their work week shall remain unchanged for such week.
- (c) Employees assigned the three (3) day work week will be paid twelve (12) or thirteen (13) hours' pay whichever applies, at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a three (3) day employee's scheduled day off, the employee shall be paid twelve (12) hours' pay or thirteen (13) hours' pay at their hourly rate for the Holiday, providing the employee has met the requirements of Article 10.10 of this

agreement, and their work week shall remain unchanged for such week.

10.10 To qualify for Statutory Holiday pay, an employee must work all of their last scheduled shift before and first scheduled shift after the holiday, unless their absence is for illness or bereavement. Documentation at the employee's expense will be required to validate such absence.

## **ARTICLE 11 - VACATIONS**

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority, provided it does not conflict with the Company's need to maintain an efficient work force.

11.02 The basis for payment of vacation pay and length of vacation will be as follows:

### **Length of Service at January 1 Vacation Entitlement**

Less than one (1) year One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year

One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Eighteen (18) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks



Vacation entitlement shall be based on the full-time employee's anniversary date and vacation pay based on previous calendar year. If in any calendar year an employee reaches their conversion year the employee will be entitled to an extra week's vacation as listed above. The additional week's vacation will be awarded on January 1 of the year in which the anniversary falls.

The employee must reimburse the additional vacation pay if their employment terminates prior to having accrued the full amount of the vacation entitlement on a pro rated basis except in the case of lay off or retirement.

Regular full-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation.

The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once per year on the last pay of the year.

11.03 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more or 40 hours per week of entitlement whichever is greater.

11.04 Any employee who was prevented from taking their vacation during the calendar year due to illness, accident or lay-off and who will not return to work by the end of the calendar year shall, upon the employee giving the Company thirty (30) days' notice, if possible, receive their vacation pay not

later than December 31<sup>st</sup>, on a separate cheque.

11.05 An employee leaving on vacation will receive their vacation pay as per the regular pay cycle in which the vacation is taken, unless the employee provides two (2) weeks written notice requesting the vacation pay to be advanced to the pay cycle before.

11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.

11.07 a) Vacations due in any year must be taken in the anniversary year and based on their seniority employees shall have the right to take all weeks of their vacation at one time within their vacation year except that if any employee requests any vacation from the last full week in June to the first full week in September, they will be limited to a period of two (2) weeks.

b) The Company shall permit a maximum of fifteen per cent (15%) of every department to be absent on vacation during any period except between December 7<sup>th</sup> and December 31<sup>st</sup> (ST) and January 7<sup>th</sup> (CVS). The departments are:

CIT DAYS  
CIT NIGHTS  
ABM SERVICE  
VAULTS  
COIN ROOM  
CASH CAGE/TURRET  
CASH PROCESSING

c) The Company will permit employees from each of the departments to be off on vacation per week from December 7th to December 31st (ST) and to January 7th (CVS) on the following ratio:

0- 45	1 employee
46-90	2 employees
91-135	3 employees
136-180	4 employees
and so on	

11.08 All submissions for vacation shall be made in writing on forms supplied by the Company before November 15<sup>th</sup> for the following year's vacation period. These applications will be processed and approved subject to seniority provisions and posted by December 1<sup>st</sup>. These approvals cannot be changed without the consent of the affected employees. Any changes to the vacation schedule requested by employees, shall be approved provided there are open weeks available. Those employees with three (3) weeks or more of vacation entitlement may opt to use the last week of their vacation in single day increments. Single day increments can be taken, provided the request for time off is submitted for approval in writing one (1) week in advance of the schedule being posted.

Any employees who do not submit their vacation request by November 15<sup>th</sup> will be assigned vacation time by the Company. The holiday schedule will be posted at all times by department. No seniority rights shall apply after November 15<sup>th</sup> in the choosing of vacation time.

- 11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.
- 11.10 An employee who leaves the employment of the Company for any reason prior to December 31st shall receive vacation credits earned as per Article 11
- 11.11 Employees who have completed 6 years of service will be entitled to 6 per cent (6%) vacation pay, regardless of seniority, or pay under Article 11, whichever is greater.

Employees who have completed 10 years of service will be entitled to 8 per cent (8%) vacation pay, regardless of seniority, or pay under Article 11, whichever is greater.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority shall be as defined in Article 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

### **12.02 Probationary Period**

(a) Notwithstanding anything in this Agreement, an employee shall be on probation until the employee has completed one thousand and forty (1040) hours of work. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be

subject to the grievance procedure. After completing the probationary period, the employee's seniority will begin from the date the employee was hired as full-time.

- (b) The probationary period is defined as the initial one thousand and forty (1040) hours of work of a new employee which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which the employee was employed.

## 12.03

### (a) **Bumping Rights**

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from their shift or classification shall be eligible to exercise their seniority in accordance with the above. If there are no-full-time positions available, the employee may bump a junior employee on the overall seniority list within the bargaining unit or will be subject to lay-off.

In a lay-off situation, if any employee chooses to accept a lay-off instead of a bump, they will not have another opportunity to bump until such a time as they are at risk of losing their seniority.

**(b) Lay-off Notice**

The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Employment Standards Act, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom the employee was replacing.

**(c) Lay-off Benefits Coverage**

The Company shall continue to pay the premium for the Health & Welfare plan (for the benefits listed below) and make the required contributions for the Company Pension Plan for a period of three (3) months following the date of lay-off.

- Group Life and Accidental Death & Dismemberment Insurance
- Prescription Drugs
- Major Medical
- Vision Care
- Dental

- Retiree Contribution

- (d) In any calendar year in which an employee is absent from work due to a layoff pursuant to Article 12.03 (b) herein, the employee will accrue vacation pay during such layoff as long as the employee works a minimum of one thousand and forty (1040) hours in that calendar year.

12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient.

Full time laid off employee Recall Procedure is described in Appendix "E".

12.05 A Master and a Departmental seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

12.06 **Temporary Recall**

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;
- (b) When temporarily recalled, laid off employees will be given preference of available hours of work before casual employees.
- (i) When working with a regular full-time employee, the full-time laid off employee will be guaranteed

to be paid for the hours of the scheduled shift for that day. This includes payment for daily overtime on that day.

- (ii) When working with another full-time laid off employee or a casual employee, the full-time laid off employee will be paid only for the hours worked on that day.
- (c) A laid-off employee who works a minimum of ninety-six (96) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month.

In addition to the above, a full-time employee who has worked ninety-six (96) hours per month will be entitled to the following:

- (i) With regards to Article 9.04 Boot Allowance, if it is the full-time laid off employee's year of entitlement to boot allowance, they will be entitled to purchase a pair of approved footwear and to submit the receipt for reimbursement up to a maximum of two hundred dollars (\$200.00) for ST and one hundred and fifty dollars (\$150.00) for CVS.
- (ii) If the full-time laid off employee is recalled to full-time regular status during the two (2) year period in which the boot allowance was paid, upon presenting a copy of the original receipt to Branch Management, the employee will receive the difference between the amount that was reimbursed while on laid off status and the



maximum reimbursement of two hundred dollars (\$200.00) for ST and one hundred and fifty dollars (\$150.00) for CVS.

- (iii) When a laid off full-time employee meets the requirements to be entitled to their health and welfare benefits for any month as per Article 12.03 (c) the employee will also be entitled to a pension contribution based on the following formula:

His base hourly rate (excluding any applicable premiums) X 6% X the hours the employee worked in the month.

- (d) Notwithstanding Article 12.11 (6) herein, a laid-off seniority employee who works a minimum of eighty (80) hours in a month shall be deemed to have been recalled solely for the purpose of retaining their seniority.
- (e) The Company will temporarily recall laid-off employees on the following basis:
  - (i) Total temporarily laid off employee's hours worked shall not exceed the total regular hours represented by the number of non laid off bargaining unit employees on the seniority list absent for any reason. Employees absent on LTD or on permanent injury or disability shall not be considered as absent for this purpose.
  - (ii) It is understood and agreed that the calculation of permissible number of temporarily laid off

employees' hours is to be based on a monthly reconciliation and the Company agrees to provide monthly a list of temporarily laid off employees' hours worked to the Stewards, along with a breakdown of all absentee hours.

- (iii) All hours worked by temporarily laid off employees in excess of the allowable amount on a monthly basis shall trigger an automatic recall. If this amount is greater than one hundred and sixty (160) hours, a minimum of two (2) laid off employees shall be recalled.
- (f) In a lay-off situation, the Company will not use casual employees except to make up hours refused by temporarily laid-off employees.

12.07 If a curtailment of business requires a lay-off, then all casual employees will be laid off first. In the event that a regular full-time employee cannot be guaranteed their regular scheduled forty (40) hours due to a curtailment of business, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid-off status shall hold top seniority among the Casual employees and shall, on order of their overall seniority, have first call to assignments with greater earning opportunities. Said employees shall be first in line for promotion to regular full-time status. No Casual employee will work in the case of a lay-off unless the laid off or regular employees refuse the work.

## 12.08 **Promotions Outside Bargaining Unit**

When an employee is transferred or promoted to a position outside the bargaining unit, the employee will retain their seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180-calendar day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the bargaining unit within a period of 180 calendar days, and there is then no vacancy which, by reason of their seniority, the employee is entitled to fill, the employee may displace the employee with the least seniority, provided the employee has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Article 12.08 shall qualify for benefits under this Agreement, based on their total continuous service with the Company. This shall be done once during the term of the employee's employment.

12.09 The Shop Stewards shall be the last employees laid off, and their lay-off shall be in reverse order of their respective seniority within the branch. Once elected, the steward shall remain with the branch for the duration of their term.

## 12.10 **Change of Address**

It shall be the duty of the employee to notify the Company

and the Union promptly of any change of address and phone number. If the employee fails to do so, the Company and the Union shall not be held responsible for failure of notice to reach such employee.

## 12.11 **Loss of Seniority**

Seniority rights and employment shall cease for any of the following reasons:

- (1) if an employee quits or retires;
- (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence.
- (4) fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency.
- (5) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that the employee will report for work, unless the employee has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are

recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;

- (6) He is laid off for a period of twelve (12) months or their length of service, whichever is least.
- (7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- 12.12
- a) In the event that the Company opens a new branch within the bargaining unit, any qualified employees, by overall seniority bargaining unit wide, will be allowed to transfer. It is understood that the employee will pay all costs of relocating and will be paid and work under the wages and job conditions then established at such new location.
  - b) In the event that existing branches are closing as a result of the opening of a new branch, employees displaced will have first right of refusal to the new branch by seniority
  - c) When a new branch is opened, current employee seniority will be used to establish the new branch seniority list after which the branch seniority list will be closed and any movement between branches will be as in Article 12.13.
  - d) Employees will only bid within their own branch.

12.13 When full-time positions are available in any branch within the bargaining unit, such positions shall be posted within the

branch as per Article 13.01; the residual vacancies shall be posted bargaining unit wide. The successful applicants by seniority shall be awarded the jobs; all costs of relocating shall be borne by the employee. Any residual vacancy created by the posting shall be filled by the Company from the affected branch, from the pool by seniority; this person will hold the position until the next bid. The residual vacancy in the pool will be filled by casual upgrade.

#### 12.14 **Buyout and Merger**

In the event that the Company acquires another Company and effects a merger, said employees shall be "dovetailed" consistent with the established past practice.

12.15 Whenever any work normally performed by one branch is transferred to another, all displaced employees shall have the first right of refusal to the transferred work. If the displaced employees refuse their right to transfer, they will exercise their right to bump as per Article 12.03 (a). And the affected work will be posted in the originating branch. Any positions not filled on said work will be posted in the Receiving Branch Location and filled as per Article 13.01.

#### 12.16 **Severance Package**

In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, the employee shall be entitled to receive:

- (i) four (4) weeks' notice or notice under the Employment Standards Act, whichever is the greater;

- (ii) one (1) week's pay at their regular non-overtime rate per year of service to a maximum of twenty-six (26) weeks, providing that the employee has been employed by the Company for five years or more;
- (iii) the benefit premium will continue to be paid for a period equal to the required notice period to cover the benefits listed in 12.03 (c).

Should any employee commence work elsewhere and receive Health & Welfare benefits coverage that takes effect prior to the expiry date of the Company's above notes benefits, the employee shall immediately notify the Company of the effective date of the new coverage, and the Company shall be authorized to discontinue the employee's coverage as of that date.

## **ARTICLE 13 - JOB POSTINGS, PROMOTIONS, TRANSFERS**

- 13.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Company shall post a notice on the bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) consecutive days of such posting. The filling of such vacancy shall be made within ten (10) working days of the initial posting and in accordance with seniority, provided the employee has the qualifications and ability.

The following procedure shall be followed when a position becomes available:

1. All vacancies shall be posted within the branch.
2. There will be no aptitude testing for employees when transferring from one Department to another.
3. The Company is required to post all successful candidates.

13.02 An employee temporarily transferred to another classification will receive their own rate or the rate for the other classification, whichever is the higher.

13.03 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to work in a lower classification, the employee shall be paid the rate for that classification.

13.04 When the Company fills a vacancy resulting from the first posting, all relevant Stewards will be given the name of the transferred employee.

## **ARTICLE 14 - LEAVES OF ABSENCE**

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

### **14.02 Leave of Absence for Personal Reasons**

The Company may grant leave of absence without pay for up to nine (9) months if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be



maintained on applicable benefit plans, and the Company will continue to pay the agreed monthly contributions for benefits. Employees will be entitled to one such leave of any length per term of this agreement.

14.03 When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, the employee shall be entitled to a leave of absence without pay for the period during which the employee is elected or appointed to fulfil such position.

14.04 **Maternity/Parental Leave**

An employee shall be granted a maternity/parental leave of absence in accordance with Canada Labour code, maintaining seniority and benefits.

In any calendar year in which an employee is absent from work on maternity or parental leave, the employee will accrue vacation pay during such leave as per Article 11.03.

14.05 **Bereavement Leave**

Any employee who shall suffer death in their immediate family (that is parents, spouse's parents, step parents, spouse, grandparents, spouse's grandparents, children, brother or sister, brother or sister-in-law or grandchildren) while actively working will be granted compassionate leave of absence with pay for three (3) consecutive working days.

## 14.06 **Jury Duty**

All time lost by a full-time employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. All full-time employees shall make themselves available for work for the Company during said period when they are not required to serve on the Jury. Once an employee is released from Jury or Witness Duty, the employee shall be returned to the job classification and pay rate the employee was on prior to such duty wherever practicable. All Jury Duty pay or Witness payments received by the employee from the Courts or otherwise, shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or Witness fees to the Company. This clause shall not apply to employees acting on behalf of themselves, or as a result of alternate employment.

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

14.08 Legitimate and reasonable requests for leaves of absence to extend a vacation must be for good reason and must be in accordance with the vacation schedule, these will be limited to one occasion every two years, except in emergency conditions.

14.09 When on any authorized leave of absence from work it is the employee's responsibility to ensure that all required permits and licenses are current and maintained.

## **ARTICLE 15 - HEALTH AND WELFARE**

### **15.01 Benefits Programme Trust Fund**

#### **(a) Full-Time Bargaining Unit Employees**

The Company agrees to contribute to the Teamsters Benefits Programme Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Benefits Programme Trust Fund.

Effective May 1st, 2021 the Company shall contribute six hundred and sixty-seven (\$667.00) dollars, plus any applicable taxes, per month to the Trustees of the Teamsters Benefits Programme Trust Fund on behalf of each full-time bargaining unit employee who has completed the probationary period and who has worked any part of the month, including full-time bargaining unit employees who elect to work past age 65.

Each May 1<sup>st</sup> thereafter, an annual review of the adequacy of the contribution rate will take place. So long as adverse claims experience does not cause the Fund Balance accumulating from May 1 2021 to incur a deficit equal to 80% or greater of the sum of all funds used in determining the subsidy applied to the year one rate of six hundred and sixty-seven (\$667.00) dollars, the Company shall continue to contribute six hundred and sixty-seven (\$667.00) dollars, plus any applicable taxes, per month on behalf of each full-time bargaining unit employee who has completed the probationary period and who has worked any part of the month, including full-time bargaining unit employees who

elect to work past age 65. In the event adverse claims experience has caused or at any point causes the Fund Balance accumulating from May 1 2021 to incur a deficit equal to 80% or greater of the sum of all funds used in determining the subsidy applied to the year one rate, the Plan Administrator shall determine a rate that is adequate based on claims experience at that time which the Company shall begin to contribute the month after it is notified of the new rate, plus any applicable taxes, per month on behalf of each full-time bargaining unit employee noted above. The Trustees of the Teamsters Benefits Programme Trust Fund agree the Plan Administrator will provide to the Employer complete financial disclosure on the benefit program for the Union Plan.

In April and October of each year, the Union and the Company shall meet with the Administrator to review the Benefit Programme.

The Company shall forward all Trust Fund contributions monthly, together with a list of all eligible members being reported each month within twenty (20) days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The Company agrees to provide any other forms or reports, or information as required for the proper administration of the plan by the Board of Trustees upon request.

**(b) Applicable Taxes**

The Company shall be responsible for any provincial and/or federal taxes that are due and payable on the

Health and Welfare contributions.

(c) **EI Registration**

The Weekly Indemnity benefit will be registered as an eligible program with EI. The Company shall be responsible for the registration of the plan with Canada Employment and Immigration. 5/12 of the EI rebate shall be payable annually to the Trust Fund. Such amount to be used to fund the cost of upgrading the Weekly Indemnity Plan to satisfy the EI requirements of a registered plan.

(d) **Extension of Benefits for Non-Compensable or Compensable Disability or Injury**

The Company shall continue welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Benefits Programme Trust Fund for any member who is off work due to non-compensable disability or a compensable disability or injury and is receiving WSIB, Short Term Disability or Long-Term Disability payments.

(e) **Extension of Benefits due to Layoff**

The Company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Benefits Programme Trust Fund for any member who is laid off. Benefits will continue for 3 calendar months following the date of lay off.

(f) A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1. The Company is only responsible for the monthly contribution as described above.

## 15.02 **Benefits for Retired Employees and Eligible Dependents**

Each retiring member who has met the eligibility of either 25 years of participation in the Plan and is at least age 55 or 10 years of participation in the Plan and is at least age 60 at retirement shall be eligible for the Teamsters Benefits Programme Trust Fund as described in Schedule 2. The spouse of a deceased member may continue coverage for a maximum of twelve (12) months following the death of the spouse provided the spouse remits the required contributions plus applicable taxes. The programme shall be administered by the Board of Trustees for the Teamsters Benefits Programme Trust fund.

In the event the Company stops contributing to the Teamsters Benefits Programme Trust Fund, for any reason, the retiree member would have the option to remain in the retiree Programme by remitting the appropriate monthly contributions plus any applicable taxes.

A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 2. The Company is only responsible for the monthly contributions as described in Article 15.01 herein.

15.03

(a) The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of One Hundred Thousand (\$100,000.00) Dollars.

(b) **Supplemental Worker's Compensation**

Any employee who shall sustain injuries through felonious assault which are compensable under the Worker's Compensation Act shall be paid by the Company as follows:

Commencing on the first scheduled working day of absence, said employee shall be paid their full earnings based on their guaranteed work week less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. Payments by the Company shall be based on one-fifth (1/5th) or one-quarter (1/4) as the case may be, of the employee's guaranteed work week for each day of absence on their scheduled day of work; such payments shall not be made for Sunday and the employee's scheduled day off. The payments described herein shall be made for a maximum overall period of fifty-two (52) weeks, or until the employee returns to work, whichever occurs first.

15.04

**Personal Leave Time**

Full-time employees shall be granted forty-eight (48) hours paid personal leave time per year, after completing the probationary period, subject to the following conditions.

- (a) The Company will grant full-time employees forty-eight (48) hours paid personal leave time each January 1<sup>st</sup>, to be paid out the beginning of December, and employees who use leave in December, who have already received this pay, will not be paid twice. Full-time employees with less than a year of seniority will not be entitled to the pay out, only the time off with pay.

Those full-time employees who have not used any of their personal time throughout the year and have forty-eight (48) hours left to be paid out at the beginning of December, will receive an extra twelve (12) hours of pay. Those full-time employees, who have only used one (1) shift or incident of personal time by the beginning of December, will receive an extra eight (8) hours pay. Those full-time employees who have used more than one (1) shift or incident of personal time by the beginning of December will only be paid for those hours remaining.

- (b) Any unused personal leave time shall be paid for after November 30. It is agreed that this payment shall occur in the first pay period ending in December.
- (c) It shall be payable on the first day of leave, based on your scheduled shift.
- (d) It is agreed that any employee who books off work and who agrees to work their scheduled day off in that week will not be paid overtime.
- (e) Personal leave time can be utilized to offset Weekly Indemnity. Employees must specifically request this.



- (f) Full-time laid off employees are not entitled to Personal Leave Time. At such time as a full-time laid off employee is recalled into a permanent full-time position they will be entitled to the full benefit.

Full-time employees Laid-off off after January 1 of each year, are still entitled to use all of their Personal Leave Time for that year, or be paid out in accordance with 15.04 (b).

15.05 Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:

- (a) If an employee takes a medical examination, it will be during their normal working hours, and the employee shall be paid for the time involved and thus not lose any pay as a result of the employee taking a medical examination.
- (b) In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses is required by any agency to take a medical examination to verify their right to drive such motor vehicle coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Company shall, where same is not paid for by any part of the Welfare Plan under which the

employee is covered, pay for such medical examinations.

- 15.06 In the event an employee is injured while at work and unable to continue work, their pay shall continue for the remainder of their scheduled hours of work for that day.
- 15.07 The Company shall provide the employee and steward with a copy of the form "7" in the event of a compensable accidental injury.
- 15.08 The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until the employee indicates that the employee is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when the employee will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation.
- 15.09 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, the employee will automatically be granted leave of absence, without pay, and subject to any payments to which the employee is entitled under any Sick Pay Plan, until such time as their doctor states such employee can return to work, provided the Company reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Company, which examination shall be paid for by the Company.

The Company will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing their regularly assigned duties. With consideration of the needs of the business, the Company will explore all possible work modifications including those that require modification of daily hours, days or work and positions. Should an employee be re-classified as a result, the employee will be paid at the then existing rate of their new classification. In the event that no position can be identified to accommodate the employee, the employee will:

- i) be placed on lay-off (medical leave of absence without pay);
- ii) qualify for participation in any of the employee benefit programs to which the employee is entitled as a participating member;
- iii) qualify for Workers Safety and Insurance Board payments if their incapacity resulted from an on-the-job illness or injury.
- iv) In any calendar year in which an employee is absent from work and on leave due to illness or accident and where the employee is in receipt of (i) WSIB payments; (ii) Weekly Disability Benefit payments in accordance with the Teamsters Local 419 Benefits Programme (the "Teamsters Programme"); or (iii) Long term Disability Benefit payments in accordance with the Teamsters Programme, the employee will accrue vacation pay during such leave as long as the employee works a minimum of one 4-hour period in that calendar year.

15.10 **Medical Leave**

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

15.11 It is required that employees on sick or injury leave advise the Company 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 availability.

15.12 **Company Defined Benefit (DB) and Defined Contribution (DC) Pension Plans**

Employees hired after January 1, 1987 will be eligible to join the Company Defined Benefit (DB) Pension Plan after twenty-four (24) months of employment provided the employee has earned thirty-five (35%) percent or more YMPE in each of two (2) consecutive calendar years.

Upon joining Company Defined Benefit (DB) Pension Plan, benefits vest fully after two (2) years credited membership service.

All regular full-time employees and regular casual employees at December 31, 1986 will be deemed members of the Company Defined Benefit (DB) Pension Plan.

The Company agrees to provide to the Union or their designated consultant, the following documents:

- Trust Agreement
- Plan text and amendments
- Investment manager reports - quarterly
- Actuarial valuations and cost certificate to be prepared at least every three years
- Summary monthly custodian statements

The Company agrees to pay the Union \$2,500 per annum to pay for the Union's actuary/consultant to review the above documents. The Company agrees to provide each employee with their pension statement once every year.

Employees as of September 1, 2004 who are members of the Company Defined Benefit (DB) Pension Plan shall join the new Company Defined Contribution (DC) Pension Plan and will not earn any benefits for membership service in the Company Defined Benefit (DB) Pension Plan on or after September 1, 2004. Employees who are not members of the Company Defined Benefit (DB) Pension Plan as of September 1, 2004 and employees who are hired on or after September 1, 2004 shall join the Company Defined Contribution (DC) Pension Plan after twenty-four (24) months of employment provided the employee has earned thirty-five per cent (35%) or more of the YMPE in each of two (2) consecutive calendar years.

The Company Defined Benefit (DB) Pension Plan and the Company Defined Contribution (DC) Pension Plan are summarized and written into the Collective Agreement in

Schedule 3 and Schedule 4 respectively.

## **ARTICLE 16 - TRAINING**

- 16.01 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The supervisor may, for this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay for the employees concerned.
- 16.02 Training will be paid at the employee's applicable rate of pay as per the Collective Agreement. In special or in emergency circumstances, and with prior agreement with the Union, the Company may be required to modify an employee's schedule to accommodate specific training programs and in this case the Company will provide at least two (2) weeks' notice of the amended schedule.
- 16.03 The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid course and provide proof of successful completion of same.
- 16.04 Any newly hired employee will have at least sixteen (16) hours training. It is understood that this will include the time involved in procuring the Firearms Proficiency Certificate (to be counted as eight (8) hours) and eight (8) hours of job training before the employee shall work on an armoured vehicle. Thereafter, the employee will be paid for

the length of their regular shift or the hours spent in training whichever is greater, at their regular straight time rate, including the shift premium where applicable.

- 16.05 All annual requals will follow the current standards agreed to by the National Health and Safety Policy Committee. Any change to the training standards must be approved by the NHSPC prior to being implemented.

## **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

- 17.01 The guaranteed scheduled work week for full-time employees shall consist of forty (40) hours per week and two (2) consecutive rest days for the five (5) day work week, two (2) consecutive rest days for the four (4) day work week and four (4) consecutive rest days for the three (3) day work week.

It is understood that the scheduled block of work with consecutive days of rest is not applicable at the time of a bid switch over, job posting, or after a bump. Only hours of rest between shifts must be maintained. Employees may use bank or personal time to maintain their consecutive days of rest.

Other than Specials and Pilot projects as defined in Appendix "C" no work shall be scheduled for less than eight (8) hours per day for full-time employees.

For all purposes herein, any shift which, during the regular work week, starts:

- On or after 12:00 noon and before 7:00 p.m. shall be an

“afternoon shift” and shall be deemed wholly and only to be a shift on the day on which it starts;

- At or after 7:00 p.m. and before midnight shall be a “night shift” and shall be deemed wholly and only to be a shift on the day immediately following the day on which it starts;
- At or after midnight and before or at 3:00 a.m. shall be a “night shift” and any other shift shall be a “day shift”.

- 17.02 (a) For a five (5) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in a day and/or forty (40) hours in a week, and for all hours worked on the sixth or seventh day of the employee’s regular work week.
- (b) For a four (4) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of ten (10) hours in a day and/or forty (40) hours in a week, and for all hours worked on the fifth, sixth and seventh day of the employee’s regular work week.
- (c) For three (3) day work week employees, overtime will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of 12 or 13 hours in a day and/or forty (40) hours in a week, and for all hours worked on the fourth, fifth, sixth and seventh day of the employee’s regular work week.



- (d) Any full-time employee requested to work on their rest day shall be guaranteed a minimum of four (4) hours pay at the applicable rate of pay.

17.03 Road employees will be entitled to a paid one-half (1/2) hour off to eat lunch for every five (5) hours of consecutive work, with the exception of a ten (10) hour shift, which will only be entitled to one (1) paid one-half (1/2) hour off to eat lunch. Crew members must take their lunch at the same time. ABM Service Crews are required to call and schedule their lunch break.

In-Plant employees will be entitled to an unpaid one-half (1/2) hour off to eat lunch on any shift of five (5) hours of consecutive work or more. Should the employee be requested not to exercise their right to a lunch period, then the one-half (1/2) hour will be counted as time worked and will be counted in their total hours for that day.

All employees shall be allowed to take a paid fifteen (15) minute rest period during the first four (4) hours of any shift and a paid fifteen (15) minute rest period during the second four (4) hours of any shift. Such rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armoured car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armoured car and at times when the making of such stops will interfere with the Company's obligations to the customer.

17.04 Unless laid off according to their seniority, an employee shall be guaranteed 40 hours, exclusive of overtime, providing that the employee is available and able to perform

work during the whole of their regularly scheduled work day and week.

17.05 Overtime shall be assigned in order of seniority by department providing the individual has the qualifications, ability, and is available to perform the work. Employees wishing to work overtime will sign the departmental overtime sign-up list once each week. Failure to sign the list means employees are not available for overtime. If the original sign-up sheet is exhausted, overtime will be assigned to the other department sign up sheets if the employees are qualified in the following order:

CIT DAYS	CIT NIGHTS	INPLANT	ABM SERVICE
CIT NIGHTS	CIT DAYS	CIT DAYS	CIT NIGHTS
ABM SERVICE	ABM SERVICE	CIT NIGHTS	CIT DAYS
INPLANT	INPLANT	ABM SERVICE	INPLANT

CVS Only:

CVS DAYS	CVS NIGHTS
CVS NIGHTS	CVS DAYS

Overtime shall be voluntary

17.06 Subject to the seniority provisions above, a weekly schedule of work showing the days of work, days off, starting times and run assignments for all full-time employees will be posted by 6:00 p.m. on Wednesday of the preceding week, except when a Holiday occurs during such week, in which case the schedule shall be posted by 3:00 p.m. on Thursday. Once posted, the schedule shall remain posted for the entire week, and any changes made will only be to adjust for absenteeism, tardiness and emergencies, and to correct apparent errors.

There shall be one (1) schedule per department and any changes made to such schedule shall be clearly indicated within twenty-four (24) hours of the change.

17.07 There will be a minimum of eight (8) consecutive hours of rest in a twenty-four (24) hour period.

17.08 **Overtime Before Vacations**

An employee leaving on vacation shall be eligible for work in the week before their vacation commences. He shall be ineligible for further work until Saturday midnight after their vacation.

17.09 Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary, inclusive of overtime, to complete the originally assigned run. For clarity, employees will not work overtime (unless they voluntarily agree) when the failure to complete the assigned runs is within the Company's control.

## 17.10 **Employee Relief Fund**

Any employee adversely impacted by an exceptional situation should be allowed to apply for support on the Employee Relief Fund. The fund will be subsidized at \$250 per employee (as of September 19<sup>th</sup> 2021) to be used for the period of September 19<sup>th</sup> 2021 to April 30<sup>th</sup> 2025. The determination of an exceptional situation and the distribution of these funds shall be developed and managed by a Committee with Union and Management representatives. See Employee Relief Fund Administration Letter.

## **ARTICLE 18 - NO DISCRIMINATION**

18.01 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code, 1981.

## **ARTICLE 19 - BULLETIN BOARD**

19.01 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees.

19.02 The following items must be posted on each such Notice Board:

a) A copy of this Agreement; and

- b) Seniority list to be revised by the Company every three (3) months.

## **ARTICLE 20 -HEALTH & SAFETY**

- 20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Canada Labour Code Part II.
- 20.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 20.03 The Company agrees to provide warm, clean, sanitary and adequate facilities in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees. Road employees will normally take their lunch and rest period on route.
- 20.04 The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.

- 20.05 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- 20.06 The garage and office shall be adequately heated and ventilated.
- 20.07 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and provide proper first-aid kits, including a proper first-aid kit in each service vehicle.
- 20.08 The Company will ensure that there is someone on the premises to answer the radio or telephone in the event of an emergency while there are crews on the road engaged in regularly scheduled work. The Company will make reasonable provisions to cover special runs, and/or any night time Airport runs.
- 20.09 The Company will pay straight time (at the last rate worked) for safety meetings, but will endeavour to hold these meetings during the shift of the employees concerned. Safety Representatives on off-shift shall be considered as having worked.
- 20.10 **Safety Committee**
- The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

- 20.11 The Company will appoint a qualified person to check and maintain all pistols and shotguns for operational safety.
- 20.12 The Company will issue to all employees the Operating Procedure for street operations, i.e., safety and security.
- 20.13 All Company vehicles will be equipped with appropriate communication devices. The parties agree that there will be no abuse of their use.
- 20.14 Any Highway run regularly scheduled for more than fifteen (15) hours shall become an overnight run. There shall be two (2) qualified drivers on any overnight run, paid accordingly. Any CIT run schedule over fifteen (15) hours without an overnight stop shall have a three (3) person crew.
- 20.15 No employee shall work on the road without a pistol permit.
- 20.16 No employee will be required to work out of a vehicle for which there is no fixed seat and seat belt.
- 20.17 The Company will make all attempts to ensure that there is communication between crews and the company at all times.
- 20.18 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accordance with instructions from the Company, the Company shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48) hours and if not so delivered, the

Company shall not be responsible for the payment thereof.

- 20.19 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.
- 20.20 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or any scales, and is fined, the Company shall pay such fines.
- 20.21 All new armoured vehicles shall be equipped with air conditioning and hydraulic seats or air-ride seats.
- 20.22 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to complete vehicle inspection forms, and to report promptly in writing to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for, all decisions with regard to the roadability of equipment shall rest with a qualified and licensed motor vehicle mechanic, and may be subject to the grievance procedure.
- 20.23 Employees shall, immediately or at the end of their shift, report all defects of equipment to the Company. The reports shall be made on a suitable form furnished by the



Company, and shall be made in multiple copies, one copy of which is to be retained by the employee.

- 20.24 Drivers will be responsible for checking their vehicles before leaving the barn.
- 20.25 Vehicles will be washed and cleaned by truck employees as necessary.
- 20.26 All Drivers must produce a valid Driver's Licence once per year (a letter of understanding shall be formulated for employees who lose their licence for other than medical reasons).
- 20.27 For the CVS departments, a union steward and a management representative will collectively select a chair that will be as good or better quality as the current style. The company agrees to replace all damaged or defective CVS chairs in a timely manner.

## **ARTICLE 21 - PROTOCOL**

### **21.01 Polygraph**

The Company will not ask any employee to submit to polygraph testing. Moreover, no employee will be disciplined for not submitting to the polygraph test.

### **21.02 Police Involvement in Offsite Interventions**

In accordance with past practice, the Company will continue to have any police involvement with members occur during

the members' working hours and on Company premises. Should this not be possible the Union will be provided with notice of the details of the intervention occurring off Company premises. Whether police are involved or not in the execution of any investigation, the Security Department will work closely with Operations to reach agreement on the planned intervention. In such cases the plan will be reviewed and authorized by Operations, Security and Human Resources.

## **ARTICLE 22 - DURATION OF AGREEMENT**

- 22.01 This Agreement shall become effective as of May 1<sup>st</sup>, 2021 and shall remain in effect in full accordance with the provisions of the Canada Labour Code Part I as amended up to and including April 30<sup>th</sup>, 2025, and shall thereafter continue in full force and effect from year to year unless written notice is given by one party to the other not more than ninety (90) days prior to the above termination date or to any anniversary date thereof requesting that the Agreement be either changed, modified, amended, or cancelled.
- 22.02 Where written notice is given by one party to the other in accordance with this article, and the parties are unable to agree on all of the terms of a renewal collective agreement, interest arbitration will be resorted to, and there will be no strike or lock out, unless article 8.05 or 8.06 applies.

Ratified this 23<sup>rd</sup> day of August, 2021.

**GARDAWORLD Cash Services**

**Canada Council of Teamsters**

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William Mathewson  
Regional Vice President, Ontario

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Owen Lane (Co-Chair)  
Business Agent 419

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Candace Young  
Senior Manager, Human  
Resources

---

Lenna Phenix (Co-Chair)  
Business Agent 879

---

David Henderson  
Branch Manager, Northern  
Ontario

---

Peter Lemaitre  
Chief Steward

---

Andy Smith  
Branch Manager, London

---

Judd Mills  
Steward, Northern Ontario

---

Bryan Smith  
Branch Manager, Mississauga

---

TJ Scott  
Steward, London

---

Brett Spier  
Branch Manager, Peterborough

---

Joel Koptie  
Steward, London

---

Jessica Troiano  
Human Resources Advisor

---

Mike Van Voorst  
Steward, Windsor

---

Wahly Leung  
Steward, Mississauga

---

Gerald Hoffman  
Steward, Mississauga

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Rani Dharmalingham  
Steward, CVS

---

Rob Goldwyn  
Steward, Peterborough

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Shane Nanay  
Steward, Peterborough

## **APPENDIX "A"**

### **(Ref. Clause 2.02 Casual Employees)**

A-1 Casual employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 4.03 of this Agreement, except that the employees shall not pay initiation fees.

A-2 The purpose of casual help is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignment.

A-3 A casual employee shall be given the opportunity to apply for any available full-time position and shall be hired in order of most seniority, ability being equal, prior to such vacancy being filled by a new hire.

In the event a casual employee is hired to a permanent full-time position, their time worked as a casual employee shall be credited towards their probationary period described in Article 12.02 (a).

A-4 Casual employees will be paid for the hours worked and will be paid overtime after forty (40) hours.

A-5 The use of casual employees shall not result in the lay-off or reduction of regular hours (forty hours) worked of any bargaining unit employee or be used in a way to circumvent the hiring or adding of full-time employees.

A-6 As specified in Article 12.06 (e) and (f), as long as there are

any full-time employees on lay-off, the Company will not use casual employees except to make up hours refused by temporarily laid-off employees.

A-7 Casual employees will only work overtime after all full-time employees have been offered the overtime opportunity first.

A-8 **Casual employees will:**

- a) be granted the rest period as set out in Article 17.03 of this Agreement;
- b) receive vacation pay as determined under the Federal Labour Code and such vacation pay shall be paid on the casual employee's normal pay each two (2) weeks;
- c) receive paid holidays as set out in Article 10 of this Agreement if the requirements of statutory holiday under the Canada Labour Code have been met;
- d) be entitled to overtime pay as set out in Article 17.02 of this Agreement;
- e) be entitled to file grievances according to the grievance and arbitration procedures of this agreement.
- f) **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting

that could lead to discipline including security investigations.

- g) Boots for casuals shall be on the same basis as full-time laid off employees after the casual has worked in excess of two hundred and forty (240) hours

A-9 A casual seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union office.

A-10 Casual employees hired on or after July 1, 2013 shall be paid a percentage of the full-time wage rate. This is calculated at 90% of the wage rate listed in 9.01 (a) under the Progressive Scale and full standby rate as outlined in Article 9.01 (b).

A-11 Casual employees hired on or before June 30, 2013 shall be paid 90% (ninety per cent) of the regular wage rate of the classification they are working in per Article 9.01 (a) in the Table "Classifications, Rates of Pay and Special Allowances", except for those casual classifications paid expressly with rates under Article 9.01 (a) and full standby rate as outlined in Article 9.01 (b).

A-12 Casual route employees shall be provided with a clothing allowance as described in Article 9.05 (a)

**A-13      Bullet Resistant Vests**

All casual road crew employees will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon return of the vests outside of the manufacturer's warranty.

All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the Company.

**A-14**      Whenever forty (40) hours of work per week shall be regularly available to a single casual employee in excess of the regularly scheduled work then guaranteed to full-time employees in five (5) or less consecutive days and exclusive of relief work performed for employees who are absent for any reason and, exclusive of seasonal work, over a period of four (4) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive. (Employees absent on LTD or on permanent injury or disability shall not be considered absent for this purpose).

**A-15**      For the purpose of this Appendix, part-time employees, casual employees, students and temporary agency employees shall all have the same meaning when either term is used.



For the purpose of this Appendix, casual employees by the 15th of each month will provide the company with their availability for the following month. Their availability for the month must include at least (8) available shifts and (6) of those must be on evenings and weekends and all (8) shifts must be worked if offered. On a month that includes a Statutory Holiday one day of the eight available shifts, must include the day after the holiday. When a casual employee determines they cannot meet the availability requirements, they must submit a request to management detailing the request for a deviation with just cause.

## **APPENDIX "B"**

### **JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS**

#### **Objective:**

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

#### **1. Purpose and Commitment:**

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

#### **2. Structure of Committee:**

##### **For the Company**

Branch Manager  
Guests

##### **For the Union**

All Branch Stewards  
Guests

Either party may request guests pertinent to subject matter.

### **3. Limitations:**

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

### **4. Protected Environment:**

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

### **5. Agenda:**

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

## **6. Method of Keeping Minutes:**

Preparation of Minutes of each meeting will be the responsibility of the Branch Manager. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

## **7. Chair Responsibility:**

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

## **APPENDIX "C"**

### **BID AND BUMP GUIDELINES**

Regular full-time personnel, CIT Nights, CIT Days, ABM Servicers and In-Plant shall bid for the assigned blocks of runs and positions under the terms and conditions hereinafter set forth:

1. In November of each year, unless a bid has taken place within five (5) months prior, to be implemented in January of the following year, all regular full-time employees shall be eligible to bid for assignment to the blocks of runs set up by the Company including In-Plant work. The Company will post all blocks of work for each department at least two (2) weeks in advance of the sign-up. All employees will be given a designated time to bid and in the presence of the union steward will have fifteen (15) minutes to decide their preferred bid; failing that, the employee will have the right to bid again when all other regular full-time employees have bid; if the employee still wishes not to bid, then the employee will be demoted to casual.

Any employee who at the time of the bid, for whatever reason, who's expected date of return to work exceeds fifteen (15) weeks from the date of bid, shall not have the right to bid until the next bid period. Should the employee return to work during the bid, a bump will commence based off of the returning employee's seniority with the exception of Mississauga, where the employee will revert to the Spare status for the duration of that bid posted with that department that the employee came from.

2. Employees who bid for such blocks must be qualified (have the ability) to perform all duties required in the classification in which they bid.

### **3. OTHER CONDITIONS:**

#### **(a) Revision of Runs:**

In order to meet the needs of customers and improve the efficiency of the operation, runs may be changed from time to time, by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If runs shall be unusually late coming in due to breakdowns or other causes to the point that it cannot meet the Company's commitment to the customer, a crew or another run may be assigned to extend its run and make such pick-up or perform such other duties on the late run in order to meet the obligation of the Company with respect to the customer involved on the late run. All work assigned must be completed.

#### **(b) Special Assignments:**

Special assignments may, at the election of the Company, be assigned to Spare fulltime employees as described above, casual working crews; or regular runs may be re-scheduled.

#### **(c) Pilot Project**

On pilot project runs requested by the customer on a trial or non-recurring basis, the Company may use Spare fulltime as described above, casual employees; or if an insufficient number of employees are available, then employees may be

called to work on their scheduled day off.

(d) **Runs Added Due to New Work**

Refer to job postings Article 13.01

(e) **Runs eliminated**

In the event a run for which employees have bid shall be eliminated or taken off the street, then the employees who have bid for that run will follow the bump process.

(f) **Runs Moved to Another Branch**

Refer to Article 12.15.

(g) **Run Mergers**

All run mergers shall be posted and then follow the bump process.

(h) **Refusal or Removal from a Run**

The Company may refuse assignment to a run which an employee has bid, for just cause, and once having assigned an employee to a run, may remove such employee for just cause. The refusal or removal shall be subject to the grievance procedure. Should an employee request to be removed from their bid run for just cause, the employee shall revert to junior Spare in that department for the duration of the bid.

#### **4. BUMP PROCESS**

- (a) Any employee losing their bid position (or posting) due to a curtailment of work will exercise their seniority by bumping in order of seniority. Only employees bumped from their position shall be eligible to bump, providing the employee has the qualifications to perform all the required duties of the new position.
- (b) Providing that employee had at least one (1) week's advance notice of a bump, they will be given a designated time to bump and in the presence of the union steward will have fifteen (15) minutes to decide their preferred position.
- (c) The junior overall employee bumped will have to take an available full-time position. If there are no full-time positions available, they will be reduced to casual or be subject to layoff or may bump a junior person on the overall seniority list within the bargaining unit.
- (d) Each bump will be documented and signed by the affected employees, the Union Steward and the Company Supervisor.
- (e) Each week, by 3:00 P.M. on Tuesday, Spare employees, in order of seniority, will select open positions on the following week's schedule. Employees that fail to select by this time will be assigned as needed, regardless of their seniority.



## **APPENDIX "D"**

### **CONTRACTING OUT**

1. **The parties agree that "service work" and "cash transfer work" within Elliot Lake Triangle and the Sault, may be contracted out subject to the following restrictions:**

(a) The work may only be performed by contractors in the geographic area identified above;

(b) "Service work" only consists of maintenance work on ABM's. Service work does not include any cash loading or emergency cash loading.

(c) The following "cash transfer work" is currently being performed by contractors"

i. The Sault – 20 stops/week (3 TD Banks and Brinks daily 5 days/week);

ii. Elliot Lake Triangle – 15 stops/week (3 each day at TD Banks 5 days/week);

In the event the two areas have 10 or more stops/week to be done by a contractor in addition to the cash transfer work currently being done by the contractor in that geographic area, the Company must obtain consent from the Union as set out in paragraph 2 below:

2. The Company, in order to assist the Union in monitoring the work referred to in paragraph 1, that is being done by contractors, agree to provide the Union with a listing of all work performed by contractors in The Sault on a monthly basis effective April 2004. The listing shall describe the work in a manner consistent with paragraph 1 and shall show the total hours worked by the Contractors.
3. No work other than the work that contractors are permitted to perform under the terms of paragraph 1 shall be performed by contractors without the Union's consent as contemplated by Article 2.04 of the Collective Agreement. Effective April 1, 2004, the Company shall pay 25¢/hour for each hour worked by a contractor for whom consent has been given (including the contractors performing work under paragraph 1). If the Union does not consent, either party is entitled to have an arbitrator appointed, as set out in Article 2.04, to determine if the contracting out should be permitted. The arbitration is to be heard on the 21<sup>st</sup> day after the date of referral unless otherwise mutually agreed. The parties agree to co-operate to ensure that this time-frame is met and that the arbitration is heard on an expedited basis.
4. The Company agrees to discuss with the Union the possibility of moving the work to the Sudbury branch after TD has announced its new work contract.

## **APPENDIX "E"**

### **Full-time Laid Off Employee Recall Procedure**

When a permanent full-time position becomes available in a given branch, and there are laid off full-time employees within that branch, the following procedure will apply

E-1 Starting with the most senior and qualified laid off employee, the permanent full-time position will be offered, with details available as to hours of work, days of work, and responsibilities.

E-2 The laid off employee will be offered either:

- The permanent full-time position or, if the employees refuses the full-time position, then they will drop to casual status.
- No other offer or option exists as this is an either/or option; deferral is also not available.

If the laid off employee elects to drop to casual status instead of accepting the offered full-time position, they will, as of that date, be considered a casual employee; they will be removed from the full-time seniority list and will be moved to the bottom of the casual list for the purpose of future casual upgrade. Any previous seniority will be lost with the employee's drop to casual status; there is no guarantee of hours

E-3 Should the senior employee decline the offer of a full-time position, then the next senior laid off employee will be offered either:

- The permanent full-time position or, if the employee refuses the full-time position, then they will drop to casual status.
- No other offer or option exists as this is an either/or option; deferral is also not available.

If the next senior laid off employee elects to drop to casual status instead of accepting the offered full-time position, they will, as of that date, be considered a casual employee; they will be removed from the full-time seniority list and will be moved to the bottom of the casual list for the purpose of future casual upgrade. Any previous seniority will be lost with the employee's drop to casual status; there is no guarantee of hours.

E-4 This process will continue, working downwards in seniority from highest to lowest on the laid off list until the permanent full-time position is filled or there are no more laid off employees available to accept the position.

# **LETTER OF UNDERSTANDING**

**BETWEEN**

**GardaWorld Cash Services Canada Corporation  
Ontario  
(Hereinafter referred to as "the Company")**

**AND**

**Teamsters, LOCAL 419 & 879  
(Hereinafter referred to as "the Union")**

**Re: New Trucks**

All new armoured trucks put into circulation in the province of Ontario will be comprised of the same, or higher safety levels including entry and exit, crew area, armour levels and gun ports of the current "U" simplified series design. Any alterations to these safety levels or designs shall be with consultation by the National Health and Safety Policy committee and reviewed and agreed upon by the business Agents of the Union. Should any of these safety levels or designs be deemed dangerous by the Ministry of Transportation, a Health and Safety Officer or by government legislation, the Company and the National Health and Safety Policy Committee along with the Business Agents of the Union will work together to mitigate the specific risk identified as a danger.

This language shall be active for the life of this Collective Agreement from May 1st, 2021 to April 30th, 2025

Ratified this 23<sup>rd</sup> day of August, 2021.

**GARDAWORLD Cash Services**

**Canada Council of Teamsters**

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William Mathewson  
Regional Vice President, Ontario

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Owen Lane (Co-Chair)  
Business Agent 419

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Candace Young  
Senior Manager, Human  
Resources

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Lenna Phenix (Co-Chair)  
Business Agent 879

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David Henderson  
Branch Manager, Northern  
Ontario

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Peter Lemaitre  
Chief Steward

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Andy Smith  
Branch Manager, London

---

Judd Mills  
Steward, Northern Ontario

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Bryan Smith  
Branch Manager, Mississauga

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TJ Scott  
Steward, London

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Brett Spier  
Branch Manager, Peterborough

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Joel Koptie  
Steward, London

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Jessica Troiano  
Human Resources Advisor

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Mike Van Voorst  
Steward, Windsor

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Wahly Leung  
Steward, Mississauga

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Gerald Hoffman  
Steward, Mississauga

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Rani Dharmalingham  
Steward, CVS

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Rob Goldwyn  
Steward, Peterborough

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Shane Nanay  
Steward, Peterborough

**LETTER OF UNDERSTANDING**

**BETWEEN**

**GardaWorld Cash Services Canada Corporation  
Ontario  
(Hereinafter referred to as "the Company")**

**AND**

**Teamsters, LOCAL 419 & 879  
(Hereinafter referred to as "the Union")**

**RE: CVS**

WHEREAS the Company will be merging the ABMD and cashroom departments into one department hereinafter referred to as "CVS Processing Room".

In the interests of all Parties, the following has been agreed to integrate the cash cage employees and the ABMD department into CVS Processing:

**a)** GardaWorld will implement cross training of all job functions within the CVS Processing Room to all employees bidded into that room.

**b)** As agreed, the following employees will be "Red Circled" and therefore will maintain the cash cage pay rate as defined in the May 1st, 2016 of the previous agreement (May 1<sup>st</sup>, 2021 – April 30<sup>th</sup>, 2025) until such time as the CVS processing pay rate becomes equal to or surpasses the "Red Circled" pay rate:



In Mississauga:

1. LAM, Jenny
2. OR, Christina
3. ARBOUR, Paul
4. MAHDESSIAN, Joe
5. RIDDOCH, Andy
6. DHARMALINGAM, Rani
7. MCQUILLAN, Gerard
8. LO, James
9. BOZAI, Imran
10. KULARAJASINGAM, Kunthavi

In London:

1. JENSEN, Karen

2. DEFAYETTE, Grace

c) On May 1st of each year of the current and future collective agreement, all "Red Circled" employees will receive a lump sum cash pay-out equal to the dollar amount wage increase defined in 9.01 (a) of the current collective agreement (May 1<sup>st</sup>, 2021 – April 30<sup>th</sup>, 2025) multiplied by the hours worked in the previous calendar year, until such time as the CVS processing pay rate becomes equal to or surpasses the "Red Circled" pay rate. (Increase: 2021 – \$0.60; 2022 – \$0.85; 2023 – \$0.90; 2024 – \$0.70)

d) In addition to defined pension contributions outlined in Schedule "4", on May 1st of each year of the current and future collective agreement, all "Red Circled" employees will receive a lump sum pension contribution equal to the dollar amount wage increase defined in 9.01 (a) of the current collective agreement (May 1<sup>st</sup>, 2021 – April 30<sup>th</sup>, 2025) multiplied by the 173 hours per month and multiplied by 6% (Pension formula defined in Schedule "4") (Increase: 2021 – \$0.60; 2022 – \$0.85; 2023 –

\$0.90; 2024 - \$0.70)

e) Should any of the "Red Circled" employees, indicated above post to another shift or classification, they will be subject to the pay rate of such position. As such, this agreement will become null and void for said employee. Should they post back into the CVS Processing Room, they will be subject to the current pay rate of such CVS processing position.

f) Those qualified "Red Circled" employees will only be eligible for the first Mississauga bid and London bid immediately following May 1, 2017.

g) All new hires, transfers or promotions into the CVS Processing Room after May 1, 2017 will be paid the appropriate CVS processing rate as per the collective agreement.

h) The Company and the Union will work cooperatively to merge the employees from the cash cage into the seniority list of the Ontario Branch.

Ratified this 23<sup>rd</sup> day of August, 2021.

**GARDAWORLD Cash Services**

**Canada Council of Teamsters**

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William Mathewson  
Regional Vice President, Ontario

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Owen Lane (Co-Chair)  
Business Agent 419

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Candace Young  
Senior Manager, Human  
Resources

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**GardaWorld Cash Services Canada Corporation  
Ontario  
(Hereinafter referred to as "the Company")**

**AND**

**Teamsters, LOCAL 419 & 879  
(Hereinafter referred to as "the Union")**

**Re: Chief Steward**

In the event a Chief Steward is elected outside of the Mississauga Branch, that Chief Steward will work a bided position and be off shifted when required for Chief Steward duties or any other duties as per Article 5.03.

It is understood that the two (2) Mississauga ST stewards will remain in place as per the Collective Bargaining Agreement.

This language shall be active for the life of this Collective Agreement from May 1st, 2021 to April 30th, 2025 and subject to renewal at the next negotiations based on chief steward elections.

Ratified this 23<sup>rd</sup> day of August, 2021.

**GARDAWORLD Cash Services**

**Canada Council of Teamsters**

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William Mathewson  
Regional Vice President, Ontario

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## **Schedule 1**

### **SUMMARY OF WELFARE BENEFITS TEAMSTERS BENEFITS PROGRAMME TRUST FUND.**

#### **Benefits for Full Time Bargaining Unit Employees**

#### **Benefits for Active Members and Eligible Dependents**

**Eligible Dependents:** Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

#### **LIFE INSURANCE**

All Active Members are covered for two times basic annual earnings rounded to the nearest \$1,000, to a maximum of \$500,000. Coverage terminates at age 70 or retirement, if earlier.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

In the event of accidental death, AD&D provides an additional amount of coverage equal to two times basic annual earnings rounded to the next higher \$1,000, to a maximum of \$150,000. In the event of accidental loss of limbs etc. a percentage of the principle sum is payable in accordance with the schedule of losses, as set out in the master policy. Coverage terminates at age 70 or earlier retirement.

#### **VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT**

Members may elect to purchase voluntary accidental death and dismemberment in units of \$10,000 to a maximum \$150,000. Member may elect for the Spouse to purchase voluntary accidental death and dismemberment at 50% of the member's amount. Member with Spouse and dependents may also purchase voluntary accidental death and dismemberment at 40% (for the spouse) and 10% (for the child) of the member's amount. Coverage terminates at age 70 or retirement, if earlier.

### **DEPENDENT LIFE INSURANCE**

Life Insurance of \$10,000 is provided for your eligible Spouse. Each eligible child (from 24 hours of age) is covered for \$5,000 of Life Insurance. Dependent Life coverage terminates when the Member's reaches age 70 or retirement, if earlier.

### **WEEKLY DISABILITY BENEFIT**

**Schedule:** The Weekly Disability Benefit is 70% of basic weekly earnings up to the EI Maximum. Benefit payments are taxable.

**Waiting Period:** The waiting period is 40 working hours for an accident, 40 working hours for an illness, however benefits are payable from the 1st day if you are hospitalized for at least 18 hours.

**Maximum Benefit Period:** For any one period of total disability, benefits will be payable until the end of the 26-week period following the date of Total Disability, but not beyond the date you are retired.

**Motor Vehicle Accidents:** No Weekly Disability Benefit will be payable for any disability resulting from a motor vehicle accident.



**Termination:** The Weekly Disability Benefit terminates on your 70th birthday or the date you retire, if earlier.

## **LONG TERM DISABILITY BENEFIT**

**Schedule:** The Long-Term Disability Benefit insures 70% of monthly earnings, rounded up to the nearest dollar, up to a maximum benefit of \$3,000 per month. Benefits are payable upon Total Disability, and with no CPP Offsets. The maximum income from all sources during disability will not exceed 85% of the pre-disability gross monthly earnings. The benefit payable is taxable upon receipt and taxes are withheld from benefit payments.

**Elimination Period:** Payment of benefits will begin after being Totally Disabled for 26 weeks.

**Definition of Total Disability:** During the Elimination Period and the first 24 months following the Elimination Period a member is considered Totally Disabled if they are unable to perform the essential duties of their own occupation and earn at least 60% of their indexed pre-disability gross monthly earnings due to an illness or injury. After that time a member will be considered Totally Disabled if they are not able to perform the essential duties of their own occupation or any occupation for which the employee is or could become reasonably qualified by training, education, or experience and earn at least 60% of their indexed pre-disability gross monthly earnings due to the same illness or injury.

**Maximum Benefit Period:** Payments will terminate upon the earliest of the member's 65th birthday, retirement, or recovery.

**Pre-Existing Condition Exclusion:** A "pre-existing condition" means an illness or injury:

- (a) which was sustained or contracted, or
- (b) for the symptoms of which the participant was under treatment by a physician, or
- (c) for the symptoms of which a physician had undertaken an investigation or review of, or
- (d) for which the participant was taking medication as prescribed by a physician, during the 3 months prior to the date on which the participant became covered under this benefit.

No monthly indemnity benefit will be payable for a disability

- (a) that resulted either directly or indirectly from, or was in any manner or degree associated with or occasioned by a pre-existing condition; and
- (b) which begins in the first 12 months after the participant became covered under this benefit.

### **EXTENDED HEALTH CARE PLAN**

Eligible expenses are covered at 100% to a lifetime maximum of \$1,000,000 per covered person. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Health Insurance Plan or any other government plan, including WSIB. Coverage terminates upon the member's retirement.

***HOSPITAL: THERE IS NO HOSPITAL COVERAGE IN CANADA.***

**Prescription Drug Plan:** Ingredient costs for eligible drugs are covered at 100%. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

**Health Practitioners:** Charges, including x-ray charges, for listed paramedical practitioners who are registered and legally practising within the scope of their professions, are covered up to a maximum of \$2,500 per calendar year per family for all practitioners combined. Practitioners covered are:

- Chiropractor, osteopath, naturopath, podiatrist/chiropractist, physiotherapist, and occupational therapist without referral; and
- Registered massage therapist, reflexologist, registered clinical psychologist, speech therapist, acupuncturist, and prolotherapist when treatment duration and type is prescribed by a licensed doctor (M.D.).

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Insurance Plan.

**Orthopaedic Shoes:** Charges for one pair per calendar year, up to a maximum of \$400 per calendar year are covered. To be covered under the plan, orthopedic shoes must be recommended by a licensed doctor (M.D.), podiatrist, or chiropractist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropractist, pedorthist, or orthotist, and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms, and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. **Important Note:** To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

**Artificial Limbs and Eyes, and Back and Neck Braces:** Charges are covered up to \$750 per appliance, per lifetime.

**Breast Prosthesis:** Charges are covered up to \$150 in any five-year period.

**Hearing Aids:** Charges are covered up to \$500 every 5 consecutive years per covered person.

**Dental Care for Accidental Injury:** Covered to reasonable and customary maximum at 100% coinsurance.

**Assistive Devices Program (ADP):** Coverage co-ordinated through the ADP program.

**Out-Of-Hospital Nursing:** Charges are covered at 100%, for private duty nursing care to a maximum of \$25,000 every three years, by a registered nurse (R.N.) who is not a member of your family and does not normally live in your home, when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

**Vision Care:** Vision care coverage is at 100%. Covered charges include those for eligible contact lenses, eyeglasses lenses, and eyeglasses frames. Charges for sunglasses or safety glasses of any kind are excluded. The maximum amount payable for contacts and eyeglasses is \$400 in any 12-month period for persons under age 18, or \$400 in any 24-month period for persons age 18 or over. Eye examinations are covered for individuals age 20 or over but younger than age 65, up to a maximum of \$80 every 24 months. For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$200 per lifetime, and only if vision can be improved to at least the 20/40 level.

**Ambulance Services:** Covered to reasonable and customary maximum at 100% coinsurance.

## **EMERGENCY OUT OF COUNTRY MEDICAL COVERAGE**

Emergency OOC claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person over age 80 will be covered. Coverage reduces to a \$100,000 lifetime maximum for individuals aged 70-79. Trips are limited to a maximum of forty-five (45) consecutive days. Coverage terminates at age 80 or earlier retirement.

## **DENTAL BENEFITS**

**Fee Guide:** Dental services are covered up to fee listed in the current year's Ontario Dental Association (ODA) suggested fee guide, subject to the provisions below.

**Coinsurance:** Basic Dental Services are payable at 100%.  
Major Dental Services are payable at 50%.  
Orthodontic Services are payable at 50% (for dependent children under age 19 only).

### **Maximum:**

Basic and Major Dental Services have a combined maximum of \$2,000 per covered person per calendar year.  
Orthodontic Services have a maximum of \$2,500 per lifetime.

**Termination:** Coverage terminates upon the member's retirement.

## **Covered Charges**

Covered charges are those for needed dental care, services or supplies, as described below and received while the Member is

covered, for either a disease or injury that is non-occupational.

The following services or supplies are covered subject to benefit maximums:

### **Basic Dental Services:**

- Oral exams, including scaling and cleaning of teeth, but not more than once every 6 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Topical applications of sodium or stannous fluoride but not more than one application every 6 months;
- Dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining, or rebasing of dentures;
- Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

## **Major Dental Services**

Charges up to the benefit maximum for:

### **Major Dental Services - Dentures:**

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured; and
- Replacement of an existing partial or full removable denture, if it is:
  - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan, or
  - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

### **Major Dental Services - Crowns and Bridgework**

- Inlays, onlays, gold fillings, and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured.
- Replacement of existing dentures or bridgework, if it is:

- a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan; or
- a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable
- Addition of teeth to existing fixed bridgework, if required to replace one or more natural teeth extracted while the person is covered.

### **Orthodontics (Dependent Children Under Age 19 Only)**

- Diagnostic procedures, including models
- Therapy and appliances
- Correction or malocclusion

### **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

### **Alternate Services**

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.



## **GENERAL:**

- Each Member will be given a Pay-Direct Drug Card / Dental Card.  
**IMPORTANT NOTE: THERE IS ONE COMBINED CARD FOR DRUG AND DENTAL COVERAGE.**
- A separate brochure and Identification Card is provided for the Emergency Out of Country Medical Coverage.
- In the case of a dispute, the actual terms and conditions under the group Master Policies and the Health Care and Dental Care Self-Funded Plan Document issued to the Trustees of the Teamsters Local Union 847 Health & Welfare Trust Fund will prevail subject to any overriding government legislation.
- The benefits in this Collective Agreement and in the Policy are subject to change at the discretion at the Board of Trustees.
- **Limitations - No amount will be paid for charges which are directly or indirectly related to:**
  - Care which is cosmetic;
  - Broken appointments;
  - Care covered under a medical plan provided by an employer or government;
  - Treatments for which, in the absence of insurance, there would be no charge;
  - Stainless steel crowns on permanent teeth;
  - Oral hygiene instruction or nutritional counselling;
  - Protective athletic appliances;
  - A full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
  - Replacement of lost or stolen prostheses; or replacement of bridgework
  - Prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally

installed or delivered after this benefit is discontinued.

- Treatment or services that contravene any GHIP plan in Canada;
- Suicide or any attempt at suicide or any attempt thereat or self-inflicted injuries while sane or insane;
- An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority
- The committing of or attempt to commit an assault or criminal offence.

**Note:**

This is a brief description of the covered benefits. It is designed to tell you about the provisions of the benefits which are of most general interest. Not all of the Plan's details are included. If you have any questions about the Plan rules or provisions, or if you would like to find out about any matter affecting your status in it, telephone or write to the Plan Administrator:

Manion Wilkins & Associates Ltd.

500 – 21 Four Seasons Place

Etobicoke, Ontario M9B 0A5

416-234-5044

Toll Free - 1-800-263-5621

Fax – 416-234-2071

*Contact Centre:*

416-234-3511

Toll Free - 1-866-532-8999

Fax – 416-234-2071

**Email: [info@manionwilkins.com](mailto:info@manionwilkins.com)**

**Website: [www.manionwilkins.com](http://www.manionwilkins.com)**

## **Schedule 2**

### **SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS BENEFITS PROGRAMME TRUST FUND.**

#### **Benefits for Retired Members and Eligible Dependents**

**Eligibility for Retiree Benefits:** When you retire you continue Health Care and Dental Care Benefits for yourself and your eligible dependents, provided you have satisfied one of the two eligibility provisions: (1) with a minimum of 10 years of continuous plan participation and are age 60 or older, at retirement OR (2) you have a minimum of 25 years of continuous plan participation and are age 55 or older, at retirement.

**Eligible Dependents:** Eligible Dependents are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school). The Spouse of a deceased member will receive free coverage for twelve (12) months following the death of the member.

#### **EXTENDED HEALTH CARE PLAN**

**Coinsurance:** Eligible expenses are covered at 100% except where otherwise specified.

**Deductible:** There is a calendar year deductible of \$25 for singles and \$50 families. Health benefits do not cover government deductibles of \$100 for singles and \$200 for families, as well as government dispensing fees for those over age 65.

**Eligible Expenses:** Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan.

**Lifetime Maximum:** The lifetime maximum for Retiree Extended Health Care coverage is \$100,000 per covered person. All Health Claims incurred after retirement date count towards this maximum.

**Prescription Drug Plan:** Eligible prescription drugs under the level 1 drugs (Ontario Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Ontario Drug Benefit Formulary are covered at 80% of the ingredient costs. Drug coverage includes prescription drugs, diabetic supplies, and life sustaining pharmaceuticals.

The dispensing fee cost for an eligible drug prescription is reimbursed to a maximum of \$7.00 per prescription. A maximum of one dispensing fee is payable every 90 days for maintenance medications.

The annual maximum for drugs is \$3,000 per covered person, subject to the Overall Lifetime Maximum \$100,000.

**Health Practitioners:** Charges, including x-ray charges, for listed paramedical practitioners who are registered and legally practising within the scope of their professions, are covered up to a maximum of \$2,000 per calendar year per family for all practitioners combined. Practitioners covered are:

- Chiropractor, osteopath, naturopath, podiatrist/chiropractist, physiotherapist, and occupational therapist without referral; and
- Registered massage therapist, registered clinical psychologist, speech therapist, acupuncturist, and prolotherapist when

treatment duration and type is prescribed by a licensed doctor (M.D.).

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Insurance Plan.

**Orthopaedic Shoes:** Charges for one pair per calendar year, up to a maximum of \$100 per calendar year are covered. To be covered under the plan, orthopedic shoes must be recommended by a licensed doctor (M.D.), podiatrist, or chiropodist. They must be custom made and specifically designed and molded for the covered person, dispensed by a certified podiatrist, chiropodist, pedorthist, or orthotist, and required to correct a diagnosed physical impairment. Recommendation must include the diagnosis, gait analysis, symptoms, and chief complaints. No benefit will be provided if the orthopedic shoes or orthotics are prescribed or dispensed by a practitioner other than those listed above. *Important Note:* To avoid misinterpretation of what is eligible and what may or may not qualify as a covered expense, it is strongly recommended that you submit an estimate to the Plan Administrator for confirmation prior to the purchase.

**Artificial Limbs and Eyes, and Back and Neck Braces:** Charges are covered up to \$750 per appliance, per lifetime.

**Breast Prosthesis:** Charges are covered up to \$150 in any five-year period.

**Hearing Aids:** \$400 per person per 3 calendar years. Purchase of batteries is excluded.

**Dental Care for Accidental Injury:** Covered to reasonable and customary maximum at 100% coinsurance.

**Assistive Devices Program (ADP):** coverage co-ordinated through the ADP program

**Out-Of-Hospital Nursing:** Charges are covered at 100%, for private duty nursing care to a maximum of \$5,000 every three years, by a registered nurse (R.N.) who is not a member of your family and does not normally live in your home, when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

**Vision Care:** Vision care coverage is at 100%. Covered charges include those for eligible contact lenses, eyeglasses lenses, and eyeglasses frames. Charges for sunglasses or safety glasses of any kind are excluded. The maximum amount payable for contacts and eyeglasses is \$150 in any 12-month period for persons under age 18, or \$150 in any 24-month period for persons age 18 or over. For contact lenses, eyeglass lenses, or eyeglass frames required after cataract surgery the maximum is \$200 per lifetime, and only if vision can be improved to at least the 20/40 level. Eye examinations are not covered.

**Ambulance Services:** Covered to reasonable and customary maximum at 100% coinsurance.

## **EMERGENCY OUT OF COUNTRY MEDICAL COVERAGE**

Emergency OOC claims are covered at 100%. Coverage includes Out-of-Province emergency medical, doctor's fees, hospital charges etc. over and above provincial health plan. There is a \$5,000,000 lifetime maximum for each covered person, and no person over age 80 will be covered. Coverage reduces to a \$100,000 lifetime maximum for individuals aged 70-79. Trips are limited to a maximum of forty-five (45) consecutive days. Coverage terminates at age 80 or earlier

retirement.

## **DENTAL BENEFITS**

**Deductible:** There is a calendar year deductible of \$25 for singles and \$50 families.

**Fee Guide:** Dental services are covered up to fee listed in the prior year's Ontario Dental Association (ODA) suggested fee guide, subject to the provisions below.

**Coinsurance:** Basic Dental Services are payable at 100%.  
Major Dental Services (Dentures Only) are payable at 50%.

**Maximum:** Basic and Major Dental Services have a combined maximum of \$1,000 per covered person per calendar year.

### **Covered Charges**

Covered charges are those for needed dental care, services or supplies, as described below and received while the Member is covered, for either a disease or injury that is non-occupational.

The following services or supplies are covered subject to benefit maximums:

#### **Basic Dental Services:**

- Oral exams, including scaling and cleaning of teeth, but not more than once every 9 months;
- Periodontal scaling and/or root planning (limited to 10 units per year for all procedures combined);

- Topical applications of sodium or stannous fluoride but not more than one application every 9 months;
- Occlusal adjustments/equilibration (limited to 8 units per year);
- Dental x-rays, except that bite-wing x-rays are limited to one set every 9 months;
- Fillings;
- Extractions;
- Oral surgery, including excision of impacted wisdom teeth;
- Antibiotic drug injections;
- Anaesthesia and its administration in connection with oral surgery or other covered dental services;
- Space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- Repair, relining, or rebasing of dentures;
- Repair, resurfacing or re-cementing of crowns, inlays, onlays or bridges;
- Periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- Endodontic treatment, including root canal therapy.

### **Major Dental Services - Dentures:**

- First installation, including adjustments of partial or full, temporary or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- Denture adjustments that occur more than 3 months after installation;
- Addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is



insured; and

- Replacement of an existing partial or full removable denture, if it is:
  - a replacement required because of extraction, loss, or fracture of one or more sound natural teeth after the individual became insured under this Plan, or
  - a replacement more than 12 months after the individual became insured under this coverage, and the existing denture is at least 5 years old and no longer serviceable.

### **Predetermination of Benefits**

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

### **Alternate Services**

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

## **Schedule 3**

### **SUMMARY OF COMPANY DEFINED BENEFIT (DB) PENSION PLAN**

Everyone hopes to enjoy a reasonable standard of living during their retirement years. This private Company Defined Benefit (DB) Plan, which is wholly paid for by the Company, is designed to make a significant contribution to your personal retirement planning. It is intended to supplement your personal retirement savings, registered retirement savings plans, Canada Pension Plan and Old Age Security benefits.

The following is a summary for general purposes only; for specific terms of the Plan, reference should be made to the actual Plan itself - copies of which are available from the Secretary of the Company, at 150 Ferrand Drive, Suite 600, Toronto, ON.

#### **1. Eligibility**

All employees of a Company or of a designated group within a Company not covered by another Company sponsored pension plan are eligible to participate. Employees who were members of the plan at December 31, 1986 continue to participate. New employees hired after 1986 and employees otherwise not covered at December 31, 1986 become members as follows:

- a) full-time employees join after 24 months of service.
- b) other employees join at the later of:
  - (i) 24 months of service; and

- (ii) the first day of the calendar year after the employee's earnings exceed 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for two consecutive calendar years after 1984.

Effective September 1, 2004, no employee will join the Company Defined Benefit (DB) Pension Plan.

Employees who are members of the Company Defined Benefit (DB) Pension Plan as of September 1, 2004 will become members of the Company Defined Contribution (DC) Pension Plan (as described in Schedule 4) and earn benefits in that Plan for pensionable service on and after September 1, 2004. They will continue to be eligible for benefits in the Company Defined Benefit (DB) Pension Plan for pensionable service prior to September 1, 2004.

## 2. **Contributions**

You are neither required nor permitted to make contributions to this pension plan. The Company contributes such amounts as are required to provide the benefits. The Company's contributions are not less than those necessary to meet the requirements of the Pension Benefits Standards Act, 1985.

## 3. **Credited Service**

Service is credited while you are a member of plan. For service prior to 1987, credited service is calculated as one (1) year for each calendar year in which you were credited with 1800 or more employment hours, with pro-rate credit being given for the year of entry. For service after 1986, service is credited based on

your actual period of employment (while a member).

#### 4. **Normal Retirement**

Normal retirement is age 65. If you were born on the first day of the month, your normal retirement would be your 65th birthday, otherwise, your normal retirement date would be the first day of the month next following your 65th birthday.

#### 5. **Early Retirement**

You may retire at or after age 55, if you have completed 2 or more years of credited service. Your retirement benefit will be reduced by  $\frac{5}{9}$  of 1% for each full month (6.7% per annum) that your early retirement date precedes your normal retirement date. This reduction will be waived on retirement where termination of employment takes place after age 60, provided you have completed at least 15 years of credited service under the plan. Alternatively, if you do not have 15 years of credited service, but have at least 10 years, or if you terminate your employment before age 60 (but after age 55), the  $\frac{5}{9}$  of 1% reduction per month below age 65 will be reduced to  $\frac{1}{3}$  of 1% per month (4% per annum).

The following table provides examples of the adjusted benefit that would be payable at various early retirement

## Percentage of Normal Retirement Benefit

<b>Age</b>	<b>Early Retirement Unrestricted</b>	<b>If Age 60 With 15 Years</b>	<b>If Age 55 With 10 Years</b>
64	93.3	100%	96%
63	86.7	100%	92%
62	80.0	100%	88%
61	73.3	100%	84%
60	66.7	100%	80%
59	60.0	N/a	76%
58	53.3	N/a	72%
57	46.7	N/a	68%
56	40.0	N/a	64%
55	33.3	N/a	60%

### 6. **Amount of Retirement Benefit**

At your normal retirement date, you will receive an annual retirement benefit, payable monthly, equal to:

1% of your Final Average Salary below the average YMPE,  
 Plus  
 1.2% of your Final Average Salary that exceeds the average YMPE,  
 for each year of Credited Service.

The 1% rate in the above formula is increased to 1.3% for each year of credited service after January 1, 1990.

The "average YMPE" means the average of the Year's Maximum

Pensionable Earnings under the Canada/Quebec Pension Plan for the same years used to calculate your Final Average Salary. "Final Average Salary" means the average of your earnings in the five consecutive calendar years of highest earnings during the 10 calendar years immediately preceding September 1, 2004.

For purposes of the pension plan, earnings mean the basic annual rate of pay, i.e., excluding overtime and other additional amounts.

The earnings and service figures are modified for non-full-time employees to ensure consistent treatment between part-time and full-time service in calculating benefit amounts.

The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning \$36,000 in 1991 (when the YMPE is \$30,500), assuming that these figures do not change until the employee's retirement:

Hire Date	January 1, 1980		
Birth Date	January 1, 1940		
Normal Retirement Date	January 1, 2005		
Credited Service	10 years to 12.31.89		
15 years after 1.1.90			
25 years in total			
Final Average Salary (FAS)	\$36,000		
Average YMPE	\$30,500		
1% of FAS below YMPE	1% of \$30,500	=	\$305.00
1.3% of FAS below YMPE	1.3% of \$30,500	=	\$381.25
1.2% of FAS in excess of YMPE	1.2% of \$ 5,500	=	\$ 82.50
Benefit calculation	=	\$305.00 x 10 years	
		+	\$381.25 x 15 years
		+	\$ 82.50 x 25 years

= \$10,831.25 per year  
= \$ 902.60 per month

Therefore, the pension at normal retirement for this employee would be \$902.60 per month. At age 65, you will also receive benefits from the government sponsored retirement plans. The Canada/Quebec Pension Plan currently pays a maximum monthly pension of \$604.86 and Old Age Security currently pays a maximum of \$354.92 per month (January, 1991 benefit amounts).

Please note that certain minimum benefit may be payable from the Company plan if you participated in the former plan(s) prior to January 1, 1984.

## **7. Normal and Optional Form of Pension Payments**

The normal form of pension payments is a pension payable for your lifetime, subject to a guarantee that at least 120 monthly payments will be made. In other words, if you should die before receiving 120 pension payments, your beneficiary will continue to receive the monthly pension payments for the balance of the 120 months.

However, if you are married or party to a common-law relationship at the date of your retirement, Federal pension laws require that the pension be paid in a form which continues to your spouse after your death, for the rest of the employee's life, in an amount not less than 60% of the pension you were receiving. Your initial pension will be reduced on an actuarial basis to reflect this requirement. Your spouse may waive the employee's rights to this entitlement by completing a prescribed form, in which case you may receive the pension in the normal

form.

## **8. Termination of Employment Before Retirement**

If you have less than 2 years of credited service, no benefits are payable. If you have 2 or more years of credited service, you will be entitled to a pension at age 65, based on your credited service.

If you are below age 55 at the time of termination of your employment, you may elect to have your pension cancelled, and in lieu thereof to transfer the value of that pension to:

- your new Company's pension plan, provided that plan is willing to accept such a transfer; or
- a "locked-in" RRSP ("locked-in" means that it cannot be cashed out and must be used to provide a lifetime pension); or
- to purchase an immediate or deferred lifetime annuity.

Under certain very limited circumstances prescribed under the Federal pension laws, in the case of small pensions, the Plan will pay you a cash settlement of the full value of your pension credits, in lieu of a deferred pension, and in full settlement of your rights under the Plan. Currently (for terminations in 1991), pensions of less than \$50.83 per month will be paid out in cash.

Where the pension exceeds the above limit for cash settlements, but its value remains below another prescribed limit (currently \$5,000), the Company may require that you transfer the value of your pension to one of the arrangements described above, in full settlement of your rights under the Plan.

If your employment is terminated and you subsequently rejoin



the Plan at some later date, you will be treated as a new member for all purposes of the Plan and your prior and new periods of service will not be combined for purposes of determining eligibility for membership or benefits, or for calculating amounts of benefits.

## 9. **Death Before Retirement**

Under certain conditions, benefits may become payable to your spouse if you die before retirement. Death benefits are not payable if:

- (a) you are not vested, or
- (b) there is no surviving spouse at your death.

Death benefits may become payable if:

- (a) you are vested, and
- (b) there is a surviving spouse at your death, as follows:
  - (i) if you die before age 55, your spouse is entitled to the value of the pension you had earned to the time of death, for service after 1986
  - (ii) if you die after age 55, your spouse is entitled to the 60% survivor portion of the pension as described earlier, calculated as follows:
    - based on your credited service after 1986 only,
    - reduced for early retirement as if you had retired just before you died, and

- reduced for the 60% "optional" form of pension.

Where a benefit is payable to a spouse, it shall first be reduced by any group life insurance payable to the spouse, that is paid for by Company premiums.

For purposes of the above, you are "vested" if you have completed two or more years of credited service.

Under the Federal pension legislation, a spouse means

- (a) if there is no person described in paragraph (b), a person who is married to the member or former member or who is party to a void marriage with the member or former member, or
- (b) a person of the opposite sex who is cohabiting with the member or former member in a conjugal relationship at the relevant time, having so cohabited with the member or former member for at least one year."

## 10. **Death After Retirement**

The benefit payable will depend on the type of retirement option that you may have elected. The normal and optional forms are discussed in a previous paragraph.

## 11. **Administration of Plan**

The plan is administered by a group of trustees comprising employees of the Company and independent persons who are Canadian citizens.

## 12. **Integration with RRSP**

The benefits payable from this plan are in addition to retirement benefits you may receive from other sources. However, the amount you can contribute to your personal Registered Retirement Savings Plan (RRSP) is affected by your participation in the Company Defined Benefit (DB) pension plan. Starting in 1991 the Company will report a "pension adjustment" (PA) on your T4 slip each year. This PA is an amount that is based on the pension that is deemed earned in the plan during the year; it is calculated according to a complex formula by steps described in the Income Tax legislation. Your total RRSP contribution limits are inclusive of the PA's deemed under the Company's plan. Also starting in 1991, the Government will assist in calculating your RRSP limits for you and will provide you with this information late each year, based on your T4's and tax return for the year.

## 13. **Claims or Questions**

All claims or questions should be referred to the Trustees who may be contacted at 150 Ferrand Drive, Suite 600, Toronto, ON.

## **SCHEDULE 4**

### **COMPANY DEFINED CONTRIBUTION (DC) PENSION PLAN**

Company defined contribution pension plan (DC Plan) for members of the Ontario bargaining unit with the following features:

1. **Effective Date** – September 1, 2004
2. **Eligibility**
  - (i) members of the Company Defined Benefit Pension Plan (DB Plan) become members of the Company Defined Contribution Plan (DC Plan) on September 1, 2004.
  - (ii) bargaining unit employees not currently members of the Company Defined Benefit Plan (DB Plan) and new hires shall join the Company Defined Contribution Plan (DC Plan) after completion of two years of employment.

### 3. **Contributions**

As of May 1, 2017 the Company will contribute 6% of pensionable earnings per month for each full-time member of the bargaining unit. The Pension Formula will be calculated as follows: the base hourly rate (excluding any applicable premiums) X 6% X 173 hours per month. Members who are currently receiving \$170.00 per month under the flat rate formula will continue to receive that rate or the new rate, under the 6% formula, whichever is higher.

The Company shall forward all contributions monthly, together with a list of all eligible members being reported each month, within twenty (20) days of the end of the work month. The

Union may file a grievance with the Company if contributions are not remitted by the due date.

The contributions will be credited to a separate account established for each member and the member will determine how the employee's account will be invested within a selection of investment funds available from the Financial Institution as determined by the Company from time to time in consultation with the Union.

No member contributions are required.

#### 4. **Vesting**

Company contributions are 100% vested immediately upon pension plan membership.

#### 5. **Disability**

Company contributions will continue at the rate in effect for members who are disabled.

#### 6. **Current Plan**

Employees who join the Company Defined Contribution Plan (DC Plan) will continue to be eligible for pension benefits in the Company defined Benefit Plan (DB Plan) based on their pensionable service to September 1, 2004. The amount of benefit will be calculated on their final average earnings up to September 1, 2004.

They will continue to be eligible for all other benefits and options in the Company Defined Benefit Plan (DB Plan), except that the

amount of the benefit will be determined based on their pensionable service to September 1, 2004.

## **7. Expenses**

All expenses of establishing and operating the Company Defined Contribution Plan (DC Plan) shall be paid by the Company. No expenses shall be paid by the employee or charged against their pension account.

## **8. Investment Options**

The employees will be provided with sufficient information on the various funds available for the investment of their contributions at the commencement of the Company Defined Contribution Plan (DC Plan) and on a regular basis thereafter. Investment advice will be available to the employees as they require from the Investment Company.

## **9. Benefit on Retirement, Death or Termination of Employment**

The benefit provided on the member's retirement, death or termination of employment shall be the value of the member's pension account. Payment options shall be in accordance with those allowable under the Ontario Pension Benefits Act and the Income Tax Act.

**COMPANY GROUP REGISTERED RETIREMENT SAVINGS PLAN  
(GROUP RRSP) (for employees 50 or over as of September 1, 2004)**

Note: The Group RRSP Plan is being established in order to compensate employees who are closer to retirement age against any lower retirement benefit entitlement that might otherwise flow from the change from a defined benefit pension plan to a defined contribution plan

**Effective Date:** September 1, 2004

**Eligibility:** Bargaining unit employees who are members of the Company Defined Benefit Plan (DB Plan) and who are age 50 or over as of September 1, 2004.

**Contributions:** The Company will contribute an amount for each eligible member per month, calculated as a percentage of the contribution being made for that month to the Company Defined Contribution Plan (DC Plan) based on the members age at the beginning of each month as follows:

Age	Percentage
50	20%
51	40%
52	60%
53	80%
54 or older	100%

The contributions will be deposited in the member's registered retirement savings plan (RRSP) with the Investment Company. The

member will determine how their RRSP will be invested within a selection of funds available from the Investment Company.

**Disability:** Company contributions will continue for members who are disabled at the amount in effect as if they were active members.

**Expenses:** All expenses of establishing and operating the Group RRSP shall be paid by the Company. No expenses shall be paid by the employee or charged against their RRSP.

### **Benefits on Retirement**

#### **Death or Termination**

**Of Employment:** The benefit payable will be the value of the member's RRSP. Member will not be allowed to cash in or transfer their RRSP while employed by the Company.



## **SCHEDULE 5**

### **Voluntary Employee RRSP Contribution**

- (a) The Company agrees to participate in a Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the Company with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The Company will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Plan administrative agent. The Company will make the payroll deductions from the member's gross, pre-tax pay.
  
- (b) The Company shall forward all contributions to the Pension Plan Insurance Carrier or to the Financial Institution as determined by the Company within 20 days of the end of the work month. The Union may file a grievance if contributions are not remitted by the date due.
  
- (c) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to: (i) all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN); (ii) Addresses to be updated as well as marital status, terminations or resignations to be clearly identified.

# 2021

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## February

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# 2022

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## September

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# 2023

## January

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## September

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## October

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## November

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## December

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# 2024

## January

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## April

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# 2025

## January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			









Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Union Steward: \_\_\_\_\_

Phone: \_\_\_\_\_

## **Teamsters Local Union No. 879**

944 South Service Road, Suite 201  
Stoney Creek, Ontario  
L8E 6A2

**Recording Secretary/Business Agent:  
Lenna Phenix**

Office: (905) 547-3231

Fax: (905) 545-4633

Cell: (905) 807-8037

**Email: [lphenix@teamsters879.ca](mailto:lphenix@teamsters879.ca)**

**[www.teamsters879.ca](http://www.teamsters879.ca)**

# IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

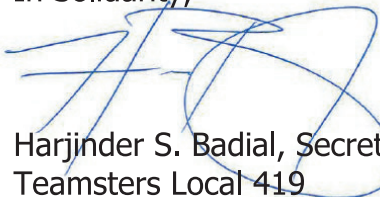
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer  
Teamsters Local 419

***"IN SOLIDARITY WE RISE"***

**Respect  
Is a  
Teamster  
Contract**



**Follow us on Social Media...**