

# COLLECTIVE AGREEMENT

Between

**GARDAWORLD**



**VANCOUVER**

And



February 1, 2018 to January 31, 2021



**TABLE OF CONTENTS**

<b>ARTICLE 1 - DEFINITIONS</b> .....	<b>2</b>
1.01 BARGAINING AGENCY.....	2
1.02 EMPLOYEE.....	2
1.03 NEW CLASSIFICATIONS .....	2
1.04 REGULAR FULL-TIME EMPLOYEES.....	2
1.05 REGULAR PART-TIME EMPLOYEES .....	2
1.06 CASUAL EMPLOYEES.....	2
1.07 PROBATIONARY EMPLOYEES .....	3
1.08 SECURITY .....	4
1.09 LOCATION .....	4
1.10 EMERGENCY .....	4
1.11 WORKING DAYS .....	4
1.12 NOTIFICATION.....	4
<b>ARTICLE 2 - DURATION OF AGREEMENT</b> .....	<b>4</b>
2.01 DURATION OF AGREEMENT .....	4
2.02 NOTICE OF STRIKE OR LOCKOUT.....	5
2.03 FURTHER INTEREST .....	5
<b>ARTICLE 3 - UNION SECURITY</b> .....	<b>5</b>
3.01 RIGHT OF HIRE .....	5
3.02 MEMBER OF GOOD STANDING .....	5
3.03 CEASE OF GOOD STANDING .....	5
3.04 UNION TIME WITH NEW HIRES .....	5
3.05 PAID EDUCATION LEAVE .....	6
3.06 PAID BARGAINING TIME.....	6
3.07 PRINTING OF COLLECTIVE AGREEMENT .....	6
3.08 UNION-MANAGEMENT COMMITTEE .....	6
3.09 UNION ACCESS .....	6
<b>ARTICLE 4 - DEDUCTION OF DUES, ETC.</b> .....	<b>7</b>
4.01 DEDUCTION OF DUES .....	7
4.02 ASSESSMENTS.....	7
4.03 AUTHORIZATION.....	7
4.04 LIST OF NAMES .....	7
<b>ARTICLE 5 - UNION ACTIVITIES</b> .....	<b>7</b>
5.01 UNION TIME OFF .....	7
5.02 AUTHORIZED ABSENCE .....	8
5.03 FULL-TIME UNION LEAVE .....	8
<b>ARTICLE 6 - SHOP STEWARDS</b> .....	<b>8</b>
6.01 SELECTION AND ACTIVITIES.....	8
6.02 NO AUTHORITY.....	8
6.03 NUMBER.....	8
6.04 NOTICE.....	8
6.05 GRIEVANCE HANDLING .....	9
6.06 WORK SCHEDULE .....	9
6.07 DISCHARGE .....	9
<b>ARTICLE 7 - UNION NOTICES</b> .....	<b>9</b>
7.01 ACCESSIBLE SPACE .....	9
7.02 COMPANY NOTICES .....	9
<b>ARTICLE 8 - LEAVES OF ABSENCE</b> .....	<b>9</b>
8.01 INJURIES OR DISABILITIES .....	9
8.02 MEDICAL LEAVE .....	10
8.03 FUNERAL LEAVE .....	10
8.04 JURY DUTY.....	11

8.05	OTHER LEAVES .....	11
8.06	UNPAID LEAVE .....	12
8.07	UNACCEPTABLE LEAVES .....	12
<b>ARTICLE 9 - PREGNANCY, PARENTAL AND ADOPTION LEAVES .....</b>		<b>12</b>
9.01	ACCOMMODATION .....	12
<b>ARTICLE 10 - UNIFORMS &amp; WORK CLOTHES .....</b>		<b>12</b>
10.01	UNIFORMS .....	12
10.02	LOCKERS .....	13
10.03	REPLACEMENT OR RETURN .....	13
10.04	BULLET RESISTANT VESTS .....	13
<b>ARTICLE 11 - CONFLICTING AGREEMENTS .....</b>		<b>14</b>
11.01	CONFLICTING TERMS .....	14
11.02	NEW WAGE RATE .....	14
<b>ARTICLE 12 - PROTECTION OF RIGHTS .....</b>		<b>14</b>
12.01	PICKET LINES .....	14
12.02	ASSISTANCE .....	14
<b>ARTICLE 13 - TRANSFER OF TITLE OR INTEREST .....</b>		<b>14</b>
13.01	BINDING PARTIES .....	14
13.02	THIRD PARTY .....	15
13.03	NOTICE .....	15
13.04	CONTRACTUAL EMPLOYMENT .....	15
<b>ARTICLE 14 - GRIEVANCE PROCEDURE .....</b>		<b>15</b>
14.01	DEFINITION AND TIME LIMITS .....	15
14.02	STEPS .....	15
14.03	ARBITRATOR .....	16
14.04	ARBITRATION RULING .....	16
14.05	EXTENSION OF TIME .....	17
14.06	NOTICE OF DISCHARGE .....	17
14.07	ADVERSE STATEMENTS .....	17
14.08	NOTICE OF SUSPENSION .....	18
14.09	ARBITRATION WITNESS .....	18
14.10	VIEW RECORDS .....	18
<b>ARTICLE 15 - PAY DAY AND PAY STATEMENTS, ETC. ....</b>		<b>18</b>
15.01	FREQUENCY .....	18
15.02	STATEMENT .....	18
15.03	ERRORS .....	19
<b>ARTICLE 16 - ANNUAL VACATIONS .....</b>		<b>19</b>
16.01	VACATION TIMES AND NUMBER .....	19
16.02	ENTITLEMENT .....	20
16.03	CALCULATION .....	20
16.04	VACATION PAY .....	21
16.05	CASUAL LEAVING .....	21
16.06	FULL-TIME/PART-TIME LEAVING .....	21
16.07	STATEMENT .....	21
16.08	CASUAL ENTITLEMENT .....	21
16.09	RELOCATION ENTITLEMENT .....	21
<b>ARTICLE 17 - GENERAL HOLIDAYS .....</b>		<b>22</b>
17.01	STATUTORY DAYS .....	22
17.02	EMPLOYEE ENTITLEMENT .....	22
17.03	RATE OF PAY .....	22
17.04	DESIGNATED GENERAL HOLIDAY .....	22
17.05	VACATION AND BANKING .....	23
17.06	ABSENTEE .....	23

17.07	NEW HOLIDAYS.....	23
17.08	QUALIFICATION.....	23
<b>ARTICLE 18 - SEPARATION OF EMPLOYMENT.....</b>		<b>23</b>
18.01	PAYMENT DUE TO DISCHARGE.....	23
18.02	PAYMENT DUE TO QUITTING.....	23
18.03	RECORD OF EMPLOYMENT.....	24
<b>ARTICLE 19 - SENIORITY.....</b>		<b>24</b>
19.01	LISTS.....	24
19.02	TRANSFER.....	24
19.03	RECORD OF LISTS.....	25
19.04	CASUAL RIGHTS.....	25
19.05	LAYOFF AND RECALL.....	25
19.06	PROMOTION TRIAL PERIOD.....	25
19.07	LENGTH OF SERVICE.....	26
19.08	DEMOTIONS.....	26
19.09	PROMOTION TO FULL-TIME.....	26
19.10	LOSS.....	26
<b>ARTICLE 20 - DAYS AND HOURS OF WORK AND OVERTIME.....</b>		<b>27</b>
20.01	DAYS AND HOURS.....	27
20.02	HOLIDAY AND SPECIAL CALL OUT.....	27
20.03	OVERTIME IN-PLANT.....	27
20.04	PART-TIME GUARANTEE.....	27
20.05	REPLACEMENT.....	27
20.06	OVERTIME GUARANTEE.....	28
20.07	CALL OUT GUARANTEE.....	28
20.08	LATE FOR WORK.....	28
20.09	HOURLY DIVISION.....	28
20.10	MINIMAL REST AND PAY.....	28
20.11	BANKING OVERTIME.....	28
20.12	HIGHER CLASSIFICATION RATE.....	30
20.13	SCHEDULE.....	30
20.14	TEN HOUR SHIFTS.....	30
20.15	REDUCTION OF OVERTIME/ROUTE SWAPPING.....	31
20.16	CONTINUOUS OVERTIME.....	32
20.17	EMPLOYEES WITH 37 HOURS.....	32
20.18	MODIFIED WORK WEEK.....	32
<b>ARTICLE 21 - LUNCH AND REST PERIODS.....</b>		<b>32</b>
21.01	LUNCH AND REST PERIODS.....	32
21.02	ALLOWABLE BREAKS.....	32
21.03	OUT-OF-TOWN ROUTES.....	33
21.04	MEAL MONEY.....	33
<b>ARTICLE 22 - COMPENSATION COVERAGE.....</b>		<b>33</b>
22.01	ACCOMMODATION.....	33
22.02	RETURN TO WORK.....	34
22.03	RATE OF PAY.....	34
22.04	ENTITLEMENT.....	34
<b>ARTICLE 23 - SAVINGS CLAUSE.....</b>		<b>34</b>
23.01	DEFINITION.....	34
23.02	VALIDITY.....	35
<b>ARTICLE 24 - SANITARY FACILITIES.....</b>		<b>35</b>
24.01	DEFINITION.....	35
24.02	LOCKERS.....	35
24.03	PREMISES.....	35

<b>ARTICLE 25 - HEALTH, SAFETY AND ENVIRONMENT .....</b>	<b>35</b>
25.01 COMPANY DUTIES .....	35
25.02 JOINT HEALTH, SAFETY, AND ENVIRONMENT COMMITTEE .....	36
25.03 DANGEROUS CIRCUMSTANCES .....	37
25.04 RIGHT TO REFUSE .....	38
25.05 NO DISCIPLINARY ACTION .....	38
25.06 EDUCATION AND TRAINING .....	39
25.07 ACCIDENT AND INCIDENT INVESTIGATIONS.....	39
25.08 DISCLOSURE OF INFORMATION.....	39
25.09 RIGHT TO ACCOMPANY INSPECTORS.....	39
25.10 ACCESS TO THE WORKPLACE.....	39
25.11 NATIONAL DAY OF MOURNING .....	40
25.12 ERGONOMICS .....	40
25.13 EMPLOYMENT OF DISABLED WORKERS .....	40
25.14 DISABILITY MANAGEMENT (2001) .....	41
25.15 ILL OR INJURED EMPLOYEES .....	41
25.16 FIRST AID KITS .....	41
<b>ARTICLE 26 - HUMAN RIGHTS AND HARASSMENT .....</b>	<b>41</b>
26.01 HARASSMENT DEFINED.....	41
26.02 FILING A COMPLAINT.....	42
26.03 INVESTIGATION .....	43
26.04 RESOLUTION.....	43
26.05 TRAINING.....	44
<b>ARTICLE 27 - MANAGEMENT RIGHTS .....</b>	<b>44</b>
27.01 DEFINITION .....	44
27.02 MODIFYING.....	44
27.03 CASES OF EMERGENCY.....	45
<b>ARTICLE 28 - REGULATIONS AND RULES BOOKLET .....</b>	<b>45</b>
28.01 CHANGES.....	45
28.02 REVIEW .....	45
<b>ARTICLE 29 - TRANSPORTATION .....</b>	<b>45</b>
29.01 PERSONAL VEHICLE.....	45
<b>ARTICLE 30 - MEDICAL EXAMINATION .....</b>	<b>45</b>
30.01 MODIFIED WORK PROGRAM .....	45
30.02 INDEPENDENT MEDICAL ASSESSMENT .....	46
30.03 MEDICAL REPORTS .....	46
30.04 DUTY TO ACCOMMODATE.....	46
30.05 MEDICAL CLEARANCE .....	47
30.06 RIGHT TO SEE OWN PHYSICIAN .....	47
<b>ARTICLE 31 - TRUCK MAINTENANCE .....</b>	<b>47</b>
31.01 VEHICLE SAFETY .....	47
31.02 RED TAG.....	47
31.03 SEAT BELTS AND STEPS .....	47
31.04 ADEQUATE EQUIPMENT.....	48
31.05 MINOR MAINTENANCE.....	48
31.06 REPORTING .....	48
31.07 LOAD LIMITS.....	48
<b>ARTICLE 32 - TRAFFIC TICKETS.....</b>	<b>48</b>
32.01 DEFINITION .....	48
32.02 RESPONSIBILITY.....	49
32.03 PARKING.....	49
<b>ARTICLE 33 - TOOLS .....</b>	<b>49</b>
33.01 RANGE TIME.....	49

33.02	PROPERTY .....	49
<b>ARTICLE 34 - TECHNOLOGICAL CHANGE .....</b>		<b>49</b>
34.01	DEFINITION .....	49
34.02	RECOGNITION BY PARTIES .....	50
34.03	PRIOR NOTIFICATION .....	50
34.04	SEVERANCE .....	50
34.05	TRAINING.....	50
34.06	POSSESSION AND ACQUISITION LICENSE - AUTHORIZATION TO CARRY (PAL - ATC) .....	51
<b>ARTICLE 35 - SIGN-UP AND VACANCIES (VANCOUVER BRANCH).....</b>		<b>51</b>
35.01	WORK ASSIGNMENTS.....	51
35.02	GROUPING .....	52
35.03	PERIODS .....	52
35.04	SENIORITY ENTITLEMENT.....	52
35.05	BLOCKS OF WORK.....	52
35.06	ASSIGNMENT .....	53
35.07	POOL DEFINITION .....	53
35.08	PART-TIME BUMP-UP AND VACANT SHIFT SYSTEM .....	53
35.09	COMPANY REFUSAL .....	55
35.10	COMPANY RIGHTS .....	55
35.11	COMPANY RIGHTS (CUSTOMER NEEDS) .....	55
35.12	SPECIAL ASSIGNMENT.....	55
35.13	INTERIM SIGN-UP.....	55
35.14	VACANCIES.....	56
35.15	ADDED ROUTES.....	57
35.16	HOLIDAYS .....	57
35.17	OVERNIGHT ROUTES .....	57
35.18	SIGN-UP REPRESENTATIVE .....	58
35.19	ROUTE AUDIT COMMITTEE.....	58
<b>ARTICLE 36 - JOB POSTING .....</b>		<b>59</b>
36.01	VACANCY .....	59
36.02	PROMOTION.....	59
36.03	QUALIFICATION.....	59
36.04	DEMOTION.....	59
36.05	POSTING OF VACANCY .....	59
36.06	POSTING OF POSTING.....	59
36.07	CASUAL BUMP-UP.....	60
<b>ARTICLE 37 - SICK LEAVE BENEFITS.....</b>		<b>60</b>
37.01	CALCULATION AND PAYMENT.....	60
37.02	ELIGIBILITY .....	61
37.03	SICK PAY.....	61
37.04	PAY RULES .....	61
37.05	CONSECUTIVE DAYS .....	61
37.06	SUFFICIENT LEAVE.....	62
37.07	RECORD AVAILABILITY .....	62
<b>ARTICLE 38- MEDICAL SERVICES PLAN OF B.C. ....</b>		<b>62</b>
38.01	MEDICAL SERVICES PLAN .....	62
<b>ARTICLE 39 – UNIFOR BENEFITS TRUST (UBT) .....</b>		<b>62</b>
39.01	UNIFOR BENEFITS TRUST (UBT).....	62
39.02	REMITTANCE .....	62
39.03	COSTS .....	63
<b>ARTICLE 40 - PENSION (REFER TO APPENDIX A) .....</b>		<b>63</b>
40.01	PENSION PLAN IMPROVEMENTS (2001) .....	63

<b>ARTICLE 41 - ARTICLE HEADINGS.....</b>	<b>64</b>
41.01 REFERENCES .....	64
<b>ARTICLE 42 - NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES.....</b>	<b>64</b>
42.01 DEFINITION .....	64
42.02 TRANSFERS.....	65
42.03 CLOSURES .....	65
42.04 NEW BRANCHES.....	65
<b>ARTICLE 43 - RETROACTIVITY .....</b>	<b>65</b>
43.01 DEFINITION .....	65
<b>ARTICLE 44 - INTERPRETATIONS.....</b>	<b>65</b>
44.01 DEFINITION .....	65
<b>ARTICLE 45 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (E.F.A.P.) .....</b>	<b>65</b>
45.01 EMPLOYEE AND FAMILY ASSISTANCE PLAN .....	65
<b>ARTICLE 46 - ALL OFF PROCEDURE .....</b>	<b>66</b>
46.01 IMPLEMENTATION .....	66
46.02 SAFETY CONSIDERATION .....	66
46.03 ASSESS .....	66
<b>ARTICLE 47 - WAGE RATES AND CLASSIFICATIONS.....</b>	<b>66</b>
47.01 .....	66
<b>SIGNATURES.....</b>	<b>69</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>70</b>
RE: EXPEDITED ARBITRATION .....	70
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>73</b>
RE: IN-PLANT POOL.....	73
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>74</b>
RE: NEW FACILITIES OR RENOVATIONS.....	74
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>75</b>
RE: FAMILY ADJUSTMENT FOR CASH CAGE .....	75
<b>LETTER OF UNDERSTANDING #5 .....</b>	<b>76</b>
RE: BANK TIME PROCESS.....	76
<b>LETTER OF UNDERSTANDING #6 .....</b>	<b>77</b>
RE: PENSION PLAN.....	77
<b>LETTER OF UNDERSTANDING #7 .....</b>	<b>79</b>
RE: TIME & ATTENDANCE .....	79
<b>LETTER OF UNDERSTANDING #8 .....</b>	<b>80</b>
RE: ADMIN CLERK .....	80
<b>APPENDIX A.....</b>	<b>81</b>
DEFINED BENEFIT (DB) PENSION PLAN - PLAN B HOURLY EMPLOYEES .....	81



**This agreement is entered into this 1st day of February, 2018**

**Between:**

**GardaWorld Cash Services Canada Corporation  
2743 Skeena Street, Vancouver,  
British Columbia**

**And:**

**UNIFOR, LOCAL 114**

**PREAMBLE**

**WHEREAS it is the desire of the Union and the Company to enter into an Agreement governing the wages, hours of work, and working conditions of the employees of the Company in the classifications listed in Article 47 of this Agreement and to prevent strikes, lockouts, and other work stoppages during the term of the Agreement.**

## ARTICLE 1 - DEFINITIONS

### 1.01 Bargaining Agency

The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.

### 1.02 Employee

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

### 1.03 New Classifications

In the event that an employee performs work covered by the Certificate of Bargaining Authority and/or this Agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Company shall immediately negotiate a classification and wage rate.

Failing agreement by the parties, the matter shall be referred to a Board of Arbitration as provided for in this Agreement, who shall have the power to establish such classification and rate.

### 1.04 Regular Full-time Employees

Are those employees who work regularly scheduled for and guaranteed forty (40) hours of work per week, as per the definition in clause 1.05.

### 1.05 Regular Part-time Employees

Are those regular part-time employees who are not regularly scheduled for or guaranteed forty (40) hours per week but are available to work for the Company at all times and make the Company their principal place of employment and who regularly work twenty-eight (28) hours per week, exclusive of all absenteeism including WCB, sickness, vacation, leaves of absence, etc.

If government legislation causes an increase in crew complement then the increased personnel will be filled by casual employees (all crew complements prior to new legislation will remain unchanged).

### 1.06 Casual Employees

(a) Are those employees who are not regularly scheduled for nor guaranteed forty (40) hours of work a week and are not regularly available to work for the Company at all times and who make their principal place of employment elsewhere, or do not regularly work more than twenty-eight (28) hours per

week, exclusive of all absenteeism including WCB, sickness, vacation, leaves of absence, etc.

- (b) Any casual who has worked a combination of shifts that total six hundred and eight-five (685) hours (eighty-five (85) - eight (8) hour shifts) in any twelve (12) month period and is hired as a regular full-time or regular part-time employee will be deemed to have worked their probationary period.

Seniority will commence from the date the employee is hired as regular full-time or regular part-time.

A casual employee must submit in writing their intent to make the Company their primary place of employment. The date of submission shall become their date of hire.

- (c) All casual employees must complete availability forms and provide the Company with at least eight (8) shifts of availability per month of which at least four (4) must be worked if offered. Seniority will be calculated according to their hours worked. The casual seniority list will be updated and posted quarterly (January/April/July/October).

#### **1.07 Probationary Employees**

- (a) Notwithstanding anything in this Agreement, a full-time employee or part-time employee shall be on probation for a period of one hundred and eighty (180) calendar days or ninety (90) days worked, whichever is greater from the first day of work after being hired by the Company.

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 first day of work.

An employee's probation period may be extended up to an additional one hundred and twenty (120) calendar days or sixty (60) days worked, whichever is greater, if mutually agreed to by the Company and the Union.

- (b) The probationary period is defined as the initial employment period of a new employee which provides for on-the-job training, adaptation, and the performance of 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 they are employed.

#### **1.08 Security**

It is understood and agreed that security is of prime importance to the safety and welfare of the employees and to the operation of the Company's business.

#### **1.09 Location**

Shall mean a place of business of the Company.

#### **1.10 Emergency**

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

#### **1.11 Working Days**

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

#### **1.12 Notification**

Employees must keep the Company and the Union notified of their correct address, and phone number at all times. In the interest of promoting good communication employees can provide email information.

It is the responsibility of the employee to inform the Company of any suspension to their driver's licence, PAL, or BC security worker's licence. The costs and fees associated with renewing the BC security worker's licence shall be borne by the Employer.

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

#### **2.01 Duration of Agreement**

This Agreement shall be in full force and effect from and including February 1, 2018 up to and including January 31, 2021, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the

other party to commence collective bargaining with a view to a conclusion or renewal of a collective agreement or a new collective agreement.

### **2.02 Notice of Strike or Lockout**

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

### **2.03 Further Interest**

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

## **ARTICLE 3 - UNION SECURITY**

### **3.01 Right of Hire**

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

### **3.02 Member of Good Standing**

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

### **3.03 Cease of Good Standing**

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

### **3.04 Union Time with New Hires**

The Company agrees that when it hires new employees the Company shall have such new employees fill in the required Union membership cards prior to commencing work, and mail same in to the Union office immediately.

When new employees are hired they shall receive a copy of the collective agreement. The Union or the Company shall provide copies of same.

The Union will be allowed up to thirty (30) minutes on Company paid time, out of earshot of the Company, to spend with new hires to orient them to the Union.

### **3.05 Paid Education Leave**

The Company agrees to pay into the Unifor Leadership Training Fund three (\$.03) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
205 Placer Court  
Toronto, Ontario, M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for up to twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

### **3.06 Paid Bargaining Time**

The Company agrees to cover the benefit costs and all regularly scheduled straight time (for up to four (4) Union Bargaining Committee personnel employed by the Company) spent in collective bargaining.

### **3.07 Printing of Collective Agreement**

Each employee will be provided with pocket-sized copies of the collective agreement which will be printed in a union printing shop at the Company's expense. Sufficient copies will be printed so as to supply all current employees and anticipated employee turnover, fifty (50) copies supplied to the Union and additional copies necessary for the ongoing collective agreement administration.

### **3.08 Union-Management Committee**

Once per month the Company and the Union shall convene a Union-Management Committee Meeting consisting of Shop Stewards and designated Management personnel.

The purpose of the meeting is to discuss issues of general interest, hear of management plans for the coming period, and provide an opportunity to discuss any other issues that are not subjects of the grievance-arbitration procedure.

### **3.09 Union Access**

Upon properly identifying themselves, an authorized representative of the Union shall have access to the Employees establishment during working hours for the purpose of

adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

Such authorized representative shall not be permitted to enter designated security areas unless they are accompanied by a designated management representative at a mutually agreeable time.

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

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

The Company will deduct monthly from the pay of each employee covered by this Agreement all regular union dues as determined by the Union, and will transmit the total amount so deducted to the Union, and will submit an address and phone list of all employees.

All Union dues shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

##### **4.02 Assessments**

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

##### **4.03 Authorization**

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

##### **4.04 List of Names**

The Company will forward the name and address of every new employee to the Union office within fifteen (15) days of hire, and the name of every employee who has ceased employment with the Company within five (5) working days of date of termination, and address changes for any current employee.

#### **ARTICLE 5 - UNION ACTIVITIES**

##### **5.01 Union Time Off**

The Company shall allow time off work without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the operation of the business.

The Union agrees to give management twenty-four (24) hours written notice if possible.

**5.02 Authorized Absence**

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

**5.03 Full-time Union Leave**

Any employee who is selected to a full-time union position will be granted a leave of absence without pay and without loss of seniority to fill the term of office. The employee shall be allowed to continue with all benefit plans and shall pay the full premiums of these plans.

The term can be extended by mutual agreement. Union leave time is considered as time worked for all purposes of the collective agreement.

**ARTICLE 6 - SHOP STEWARDS**

**6.01 Selection and Activities**

Shop Stewards shall be selected by the Union and shall be the Company employees.

There shall be no discrimination against Shop Stewards for lawful union activities and Shop Stewards shall not let their duties unduly interfere with their regular work assignments.

**6.02 No Authority**

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

**6.03 Number**

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 departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

The number of Shop Stewards will be consistent with the need, but there will be no more than ten (10) Shop Stewards at the Vancouver Branch excluding elected positions.

**6.04 Notice**

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



#### **6.05 Grievance Handling**

Shop Stewards shall be permitted to take up grievances during working hours without loss of pay or to attend Company meetings to discuss any mutual problems providing the meeting has been agreed to by the Company.

Where a Shop Steward attends a grievance meeting scheduled during their non-working hours, the attendance shall be considered as a special call out as per Article 20.07 and shall be paid accordingly, only if required by management.

#### **6.06 Work Schedule**

The Union agrees that its representatives will conduct business in such a manner as to not unduly interfere with the work and/or service schedules.

#### **6.07 Discharge**

If the Company discharges any Shop Stewards, the Union will be advised prior to such discharge.

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

#### **7.01 Accessible Space**

The Company agrees to provide three (3) spaces in each working area that are readily accessible for official Union notices of direct interest to the employees. Copies of same will be given to the Company, prior to posting.

The following items must be posted on said Notice Board:

- i) Copy of this Agreement.
- ii) Seniority lists to be revised every six (6) months and a copy to be sent to the Union.
- iii) All notices, other than the Agreement and the seniority lists, shall be removed from the Union Notice Board after a reasonable period of time.

#### **7.02 Company Notices**

The Company will forward to the Union Office copies of all notices and memos to employees pertaining to the operation of the Vancouver Branch.

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

#### **8.01 Injuries or Disabilities**

- (a) When an employee suffers an injury off the job, or suffers any illness preventing them from reporting to work, they will automatically be granted a leave of

absence without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as their doctor states such employee can return to work.

- (b) The Company reserves the right to require the employee to be examined by a doctor selected by the Company which examination shall be paid for by the Company. Such absence will not exceed two (2) calendar years by mutual consent of the parties.
- (c) When an employee suffers any illness or injury they shall advise the Company of their absence.

If an employee is to be off on Short Term Disability, their doctor will give written notice stating the anticipated return to work. In the event that the employee's absence is extended, the employee will advise the Company of the new anticipated date of return to work, with a medical note.

#### **8.02 Medical Leave**

- (a) When an employee suffers an injury or illness which causes their absence, they 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 adequate replacement may be made if necessary.

Employees must keep the Company and the Union notified of their correct address and phone number at all times.

- (b) 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 their availability.

#### **8.03 Funeral Leave**

- (a) In case of death in the immediate family, the regular full-time/part-time employee affected shall be granted compassionate leave of absence with pay during their next three (3) consecutive working days, at their scheduled rate of pay to a maximum of ten (10) hours per day.

Immediate family means: spouse (including common-law spouse), parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, parents-in-law, grandparents and grandchildren and any relative of the employee who resides permanently with the employee or with who the employee permanently resides.

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

#### **8.04 Jury Duty**

- (a) All time lost by a regular full-time employee due to necessary attendance on jury duty or any work related court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee.

All regular 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, they shall be returned to the job classification and pay rate they were 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 submission of witness fees to the Company.

- (b) Regular part-time employees required to serve on a jury or any work related court proceedings, where subpoenaed as a witness shall be paid the difference between the jury fees and their scheduled hours of work for each week they are required to serve on the jury, provided they are available to work for the Company during said period when they are not required to serve on the jury.
- (c) It is agreed that "work related court proceedings" shall include any time lost from work in consultation with legal counsel and/or in court proceedings where an employee is called to give evidence or act as a witness or advisor with respect to any event/s that occurred during the employees paid job functions with the Company.

#### **8.05 Other Leaves**

- (a) If an employee desires a leave of absence for reasons other than those referred to above they must obtain permission, in writing, for the same from the Company.
- (b) No legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation then it must be in accordance with Article 16.01. However, except for emergency conditions, leaves of absences shall be limited to one (1) per year, not to exceed six (6) months.

## **8.06 Unpaid Leave**

It is agreed and understood that employees may be granted unpaid leave of absence as a result of the temporary suspension of their driving license if alternate employment cannot be found. The conditions under which this provision applies are as follows:

- i) must be a regular full-time/part-time employee.
- ii) the incident, resulting in the suspension, must be non-job related.
- iii) the suspension must be a first offence.

The suspension will remain part of the employee's record for four (4) years.

## **8.07 Unacceptable Leaves**

- (a) Employees may accept other employment as long as it is not with a competitor, and as long as it does not affect their performance in their job with the Company.
- (b) Leave of absence may not be granted for an employee to seek work with another Company.

### **ARTICLE 9 - PREGNANCY, PARENTAL AND ADOPTION LEAVES**

## **9.01 Accommodation**

- (a) A paid leave of absence will be granted to the spouse for one (1) day upon the birth of a child or to attend the homecoming of the child.
- (b) Maternity/Parental leave will be granted in accordance with the Federal government legislation.
- (c) In order to accommodate employees' child rearing responsibilities, employees returning from Maternity/Parental leave may choose a graduated return to work schedule as per Article 1.05. Employees will have the right to indicate which pool they intend to work in for this purpose.

### **ARTICLE 10 - UNIFORMS & WORK CLOTHES**

## **10.01 Uniforms**

- (a) The Employer shall furnish and pay for a uniform for all employees.
- (b) Such uniforms shall remain the property of the Employer.

- (c) All uniform items, including shirts, shall be replaced on a one for one exchange basis only when deemed appropriate by management.
- (d) The Employer shall direct the appropriate code of uniform dress.
- (e) Items of uniform equipment must be returned to the Employer upon termination of employment.

**10.02 Lockers**

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 Company representative must be accompanied by a Union representative.

**10.03 Replacement or Return**

Items of the uniform equipment shall be replaced as needed and shall remain the property of the Company. Items of uniform equipment must be returned to the Company upon termination of employment.

**10.04 Bullet Resistant Vests**

The Company will purchase, maintain, and distribute a bullet resistant vest for all eligible route employees. It is mandatory, at all times, for all Route employees to wear and use a Bullet Resistant Vest when performing route work and/or driving Company vehicles. The vest shall be worn over the employee's uniform.

The replacement policy is as follows:

Once a bullet resistant vest has expired, the Company will supply the eligible route employee with a replacement vest.

Eligible route employees currently in possession of a bullet resistant vest will be issued with a replacement vest, once the vest is expired.

The vest supplied will be of the following standard:

CBA 22	Level 11	Male
FMBA	Level 11	Female

or equivalent (i.e. Spector Shield Level 2), and include a nylon exterior carrier. The Company may increase the Level II Bullet Resistant Vest to a higher level than a Level II standard, during the duration of this Collective Agreement.

The vests will remain the property of the Company and will be returned when the eligible employee leaves the Company. Supply of the vest and carrier to the employee constitutes the mandatory use of said vest at all times while on duty for the Company.

All employees requiring bullet resistant vests will be fitted according to the manufacturer's specifications. Further legitimate requests for readjustment will be made within thirty (30) days or sooner.

## **ARTICLE 11 - CONFLICTING AGREEMENTS**

### **11.01 Conflicting Terms**

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

### **11.02 New Wage Rate**

The Company agrees that before affecting any final wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Representative in accordance with the applicable section of this Agreement.

## **ARTICLE 12 - PROTECTION OF RIGHTS**

### **12.01 Picket Lines**

The Company shall not require any Union member to cross a legal picket line.

### **12.02 Assistance**

The Company recognizes the Union's right to render assistance to other labour organizations, provided however, this provision shall not be construed so as to permit work stoppages in violation of this Agreement.

## **ARTICLE 13 - TRANSFER OF TITLE OR INTEREST**

### **13.01 Binding Parties**

This Agreement shall be binding upon the parties hereto, successors, administrators, executors, and assigns. In the event the entire operation, or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood and agreed the foregoing shall not apply in those cases when the Company sublets service to an individual customer or customers to another company when it becomes impractical for the Company to continue service to that customer or customers.

### **13.02 Third Party**

It is understood by this Section that the parties hereto shall not use any leasing device to a third party for the sole purpose of evading this Agreement.

### **13.03 Notice**

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

### **13.04 Contractual Employment**

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

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **14.01 Definition and Time Limits**

- (a) Any complaint, disagreement, or difference of opinion between the Company and 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.
- (b) Any employee, authorized agent of the Union or authorized agent of the Company may present a grievance.  
Any grievance which is not presented in writing within ten (10) calendar days following the event giving rise to such grievance is abandoned and all rights under the Grievance Procedure are lost.

### **14.02 Steps**

The steps of the grievance procedure shall be as follows:

- (a) Step 1

The employee shall take up their grievance with their immediate manager. The employee shall have the right to be accompanied by a Shop Steward.

The responding party shall respond in writing within ten (10) calendar days from the time the other party presented the grievance in writing failing which the grievance may proceed to Step 2.

(b) Step 2

- i. Should a solution not be reached in Step 1, then a representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the manager or their designate.

Notwithstanding the above, the Union may invoke the grievance procedure at Step 2 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

If the Company claims a violation of this Agreement, an authorized agent of the Company may also invoke the grievance procedure at Step 2.

- ii. The responding party shall respond in writing within ten (10) calendar days from the time the parties meet to discuss the matter failing which the grievance may proceed to arbitration.
- iii. Failing settlement of the dispute at the stage where the Union Representative and the manager meet, as set out above, the matter shall be taken to arbitration as set out herein.
- iv. It is understood the authorized agent of the Union is the President of the local Union or designate; and the authorized agent of the Company is the Branch Manager or designate.

#### **14.03 Arbitrator**

In the event the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 2, submit the grievance to binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the ten (10) days, the Federal Minister of Labour shall be requested to appoint the Arbitrator.

#### **14.04 Arbitration Ruling**

- (a) If the Arbitrator finds (or if at any earlier stage of the grievance procedure it is found) that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Company without loss of pay and with all the rights, benefits, and privileges which they would have enjoyed if the discharge or suspension had not taken place, provided that it is shown to the Arbitrator that the employee has been in receipt of wages during that period between discharge or suspension and reinstatement or improper layoff the amount so received shall be deducted from wages payable



by the Company pursuant to this clause, and provided that the Arbitrator, if circumstances are established before them, which in the opinion of the Arbitrator, makes it just and equitable to do so, shall have the right to order the Company to pay less than the full amount of wages lost or to pay no lost wages at all.

- (b) The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement.
- (c) Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally bear the expenses.
- (d) The decision of the Arbitrator shall be final and binding upon the parties. All disputes arising between the Company and the Union shall be submitted to this grievance procedure and there shall be no strike, work stoppage, or other interruption of the Company's business or no lockout during the term of this Agreement.

#### **14.05 Extension of Time**

The time limits of the grievance procedure may be extended by mutual agreement in writing.

#### **14.06 Notice of Discharge**

Any discharged employee will request from the Company the reasons for discharge and the Company will reply immediately in writing. The Union must be notified immediately of any discharge.

In the cases of a suspension the Company agrees to notify the Union that an employee has been suspended within twenty-four (24) hours of the suspension and if at all possible will give reasons for the suspension.

#### **14.07 Adverse Statements**

If adverse statements 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 twenty (20) days of the event or knowledge of the incident giving rise to the adverse statement, otherwise it shall be null and void.

In any case one year from the date of occurrence such adverse statements other than suspension shall be deleted from the employee's file, providing there has not been a re-occurrence of the same offence during that year.

This article will not conflict with the Employee Rule Book.

#### **14.08 Notice of Suspension**

(a) Notice of suspension shall remain as part of an employee's record as follows:

- |      |                                |         |
|------|--------------------------------|---------|
| i.   | One day suspension             | 1 year  |
| ii.  | Two day suspension             | 2 years |
| iii. | Three day suspension or longer | 3 years |

(b) It is the intent of both parties to use the discipline procedure to correct and assist employees. It is recognized by the parties that strict compliance with the confidentiality of security is an absolute necessity.

#### **14.09 Arbitration Witness**

The Company agrees that if any grievance proceeds to arbitration and the Arbitrator finds in favour of the Union or any employee, then the Company will pay for all time lost by an employee as a result of such employee being called on to appear as a witness, providing that the Arbitrator decides that the testimony of the witness was essential to a just and proper decision in the case.

#### **14.10 View Records**

Employees will be able to view their employee record twice a year.

### **ARTICLE 15 - PAY DAY AND PAY STATEMENTS, ETC.**

#### **15.01 Frequency**

All employees covered by this Agreement will be paid not less frequently than every second (2nd) Friday, 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. There will be no cost to the employee for the direct deposit service.

#### **15.02 Statement**

(a) If requested, the Company shall provide every employee covered by this agreement an itemized statement of all wage payments and hours worked in the previous week.

(b) The Company shall provide every employee covered by this Agreement on each pay day, with an itemized statement in respect of all wage payments to such employee.

Such statement shall state the total hours worked, total overtime hours worked (either one and one-half (1 ½) times or two (2) times), the rate of wages applicable and all deductions made from the gross amount of wages.

- (c) Upon individual request, within twenty four (24) hours a printed itemized statement in respect of all wage payments shall be supplied.

### **15.03 Errors**

When there is an error of a shortage in straight time payment of one hundred dollars (\$100.00) or more, or any other type of error, this shall be corrected within three (3) working days if requested.

## **ARTICLE 16 - ANNUAL VACATIONS**

### **16.01 Vacation Times and Number**

- (a) No later than January 1<sup>st</sup> of each year, the Company shall post a vacation list on the bulletin board and each employee shall, in order of seniority, apply for their vacation, and such request must be completed by March 1st of each year.
- (b) It is the Company's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising their entitlement for vacation selection.

No employee will be by-passed without notice in writing from the Company.

- (c) The Company is not bound to permit more than fifteen (15%) percent of employees to be off on vacation between January 1st and the second Monday in December in each of the following lists:

Armoured, ABM; and In-Plant units of: Cash Room, and Vault/Coin Room

During the Second Monday in December to December 31<sup>st</sup> the vacation allowance will be:

- five (5) Armoured employees
- five (5) ABM employees
- one (1) EDC/Turret
- one (1) Vault/Coin Room
- one (1) Cash Room

During the second Monday in December to December 31<sup>st</sup> the vacation booking by any one individual will not exceed one week.

Where possible the Company will make its best effort to increase the minimum numbers set out above.

- (d) At the end of vacation sign-up if there are any open weeks left unsigned in prime time, an employee may change their holidays in order of seniority.
- (e) Vacations will be taken in one unbroken block of work that comprises a normal signed work week. Exceptions may be granted upon written request and such request shall not be unreasonably denied.
- (f) In the event an employee shall fail to select their vacation on or before March 1<sup>st</sup>, the Company reserves the right to assign such employee's vacation period.

## 16.02 Entitlement

- (a) Vacation Entitlement

Service Requirement Years	Entitlement	Hours of Pay	% of Earnings
One (1) year	Two (2) weeks	80 hours	4%
Three (3) years	Three (3) weeks	120 hours	6%
Eight (8) years	Four (4) weeks	160 hours	8%
Fourteen (14) years	Five (5) weeks	200 hours	10%
Twenty (20) years	Six (6) weeks	240 hours	12%

One (1) additional week's vacation for every five (5) years of service after twenty (20) years.

- (b) Regular full-time and regular part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage entitlement applied to their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.

## 16.03 Calculation

All vacations will be signed on a calendar year of employment, i.e. January 1st to December 31st. In order for a regular full-time or regular part-time employee to qualify for vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of fifteen hundred (1500) hours in the calendar year, the employee shall be eligible for vacation and vacation pay as set out herein.

Vacation pay shall be given prior to an employee leaving on vacation. To ensure that the vacation pay is available, it is mandatory that the employee requests vacation pay four (4) weeks prior to taking vacation.

If such request is not made the vacation pay will be processed on the next regular pay week.

#### **16.04 Vacation Pay**

Regular full-time and regular part-time employees who shall have worked less than fifteen hundred (1500) hours in their last calendar year, will be paid the appropriate percentage of their gross pay; i.e., 2% per week's vacation, based on their length of service, earned during their last completed calendar year. Vacation time off shall be taken on a pro rata basis.

#### **16.05 Casual Leaving**

In the event that a casual employee leaves the employ of the Company before they are entitled to two (2) weeks' vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Company.

#### **16.06 Full-time/Part-time Leaving**

In the event of a regular full-time or regular part-time employee leaves the employ of the Company after they had the vacation they earned for the previous calendar year, they shall receive four percent (4%); six percent (6%); eight percent (8%); ten percent (10%) or as the case may be, of their pay for the calendar year in which they end their employment for which no vacation has been paid.

#### **16.07 Statement**

At the employee's request, the Company shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay and how the vacation pay was calculated (i.e. on percentage of weekly guarantee). A separate payroll will be made up for payment of vacation benefits.

#### **16.08 Casual Entitlement**

Casual employees shall receive vacations and vacation pay in accordance with the minimum requirements of the *Canada Labour Code Part III* and will be paid their vacation pay each pay cheque.

#### **16.09 Relocation Entitlement**

In the event an employee relocates from one branch to another within the bargaining unit, the employee shall retain their overall seniority for determination of vacation entitlement and branch seniority for vacation selection.

## ARTICLE 17 - GENERAL HOLIDAYS

### 17.01 Statutory Days

The following days shall be recognized holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

### 17.02 Employee Entitlement

All regular full-time employees shall be paid eight (8) or ten (10) hours straight time pay as applicable for all such holidays regardless of which day in the week the holiday falls. Such hours shall be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee.

Regular part-time and casual employees shall be granted holiday credit in accordance with the provisions outlined in the *Canada Labour Code Part III*.

### 17.03 Rate of Pay

Employees who shall be required to work on a General Holiday or employees who are required to be out-of-town on a General Holiday shall be guaranteed a minimum of four (4) hours work or the equivalent thereof in pay at two (2) times the regular hourly wage rate applicable to the classification to which they are assigned on such work.

Such hours shall not be added in the accumulated hours of work for that week.

### 17.04 Designated General Holiday

Employees who work a shift on their designated General Holiday, shall in addition to their regular holiday credit, receive two (2) times the regular hourly wage rate applicable to the classification to which they are assigned for such work on the designated holiday. (see Article 35.16)

### **17.05 Vacation and Banking**

- (a) If a recognized holiday occurs during an employee's vacation or on the employee's regular scheduled day off, the employee shall receive a day off with pay at a mutually agreed upon time or a day's pay, whichever the employee chooses.
  
- (b) Employees who work on a general holiday shall receive a day off adjacent to the time off or will have the option of banking the entire time under 20.11 (b). The employee must notify the Company two (2) weeks prior to the general holiday if they are to take the time off or banking the time, otherwise they will be paid out.

### **17.06 Absentee**

Regular full-time employees absent from work by reason of accident or illness not in excess of sixty (60) days shall receive pay for General Holidays as designated herein; however, the combination of holiday pay, sick pay, Workers' Compensation and/or Short Term Disability shall not result in the employee receiving more pay than for the employee's regularly scheduled work day.

### **17.07 New Holidays**

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

### **17.08 Qualification**

To qualify for Statutory Holiday pay, an employee must work their last scheduled shift before and first scheduled shift after the holiday, unless their absence is for illness or bereavement. Documentation may be required to validate such absence.

## **ARTICLE 18 - SEPARATION OF EMPLOYMENT**

### **18.01 Payment Due to Discharge**

An employee who is discharged by the Company shall be paid in full for all monies owing by the Company as soon as it is practicable, and in any event not more than six (6) calendar days after discharge.

### **18.02 Payment Due to Quitting**

If an employee quits the Company of their own accord, the Company may withhold payment for five (5) calendar days after the employee quits and must pay on the sixth (6th) day.

### **18.03 Record of Employment**

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

## **ARTICLE 19 - SENIORITY**

### **19.01 Lists**

(a) Four (4) separate seniority lists will be maintained by the Company at each location covered by this Agreement:

- i. Truck
- ii. In-plant personnel
- iii. ABM personnel
- iv. Combined

It is noted that the vault typist remains on the in-plant seniority list, however will be entitled to vacation as per other vault staff.

(b) Effective October 1, 1998 the vault job functions will be transferred to the In-Plant seniority list.

All Vault personnel as of the date of ratification shall be grandfathered and will have a one-time option, to be exercised at the discretion of each employee, to transfer to the Truck job functions and seniority list.

In order to limit the disruption of vault functions during the transition period it is agreed that a maximum of two (2) grandfathered employees may exercise their options per sign-up in order of seniority preference, i.e. one (1) grandfathered employee per two (2) month period of the sign-up.

(c) Effective March 17, 2005, date of ratification, the current Vault and Coin room full-time/part-time employees will be red-circled in their respective positions. New full-time/part-time employees will be on the Vault/Coin Room seniority list.

### **19.02 Transfer**

Any employee transferred from one seniority list to another seniority list shall maintain their overall employee's seniority provided that any employee who transfers from one seniority list to another, whether it be a seniority list at a location or a seniority list between different locations, shall be at the bottom of the list for all functions that affect employees on that list.



### **19.03 Record of Lists**

The Company shall supply the Union with seniority lists every six (6) months. The seniority lists shall set out the name of all employees and date of employment. Seniority for full-time and part-time employees shall be in accordance with Article 1.07.

### **19.04 Casual Rights**

- (a) Wherever possible casuals who do not have full-time employment elsewhere and who wish to make the Company their primary place of employment will be assigned work in accordance with their seniority (i.e. date of hire).

Otherwise casual employees shall enjoy no seniority rights under this Agreement other than Article 1.06 of this Agreement.

- (b) Unless casual employees have worked six (6) consecutive days, they must be available to receive a call in for work between the hours of 4:00 a.m. to 7:00 a.m. and 1:00 p.m. to 4:00 p.m.

If employees are unavailable, they will go to the bottom of the list for that day.

### **19.05 Layoff and Recall**

- (a) The layoff and recall of employees will be based on Company seniority, i.e. date of hire, regardless of unit seniority.

The last hired will be the first laid-off and the last laid off will be the first recalled.

- (b) In the event of a layoff any employee who wishes to go into any department on any of the four (4) seniority lists shall receive 30 days training.

Employees who move into any other department and are trained must remain in that department for at least one (1) year but will maintain their position on the seniority list in the department from which they came and may return to that department after the year.

- (c) 19.05 (a) and (b) shall also apply in the event of a part-time employee being demoted to casual.

### **19.06 Promotion Trial Period**

When an employee has been promoted to another classification or transferred to another position within the bargaining unit, and after a reasonable trial period not to exceed ninety (90) calendar days during which period an employee may be found to be unsatisfactory by the Company for the new classification or position, or the employee may decide they do not wish to continue in the classification or position, then they shall

be restored to their former position and shall retain their seniority therein. For any promotion outside the bargaining unit, the trial period shall not exceed one hundred and eighty (180) calendar days.

Protection of seniority for an employee promoted outside of the bargaining unit shall apply only once during the term of this Agreement to any individual employee.

#### **19.07 Length of Service**

Seniority shall be length of service within the bargaining unit. Employment elsewhere with the Company shall be credited only for calculation of vacation entitlement and pay.

#### **19.08 Demotions**

Regular full-time employees who have been demoted to the status of part-time employees shall hold top seniority among the part-time employees on their respective seniority list; shall have first call to assignments with greater earning opportunities; and shall be the first in line for promotion to regular full-time status.

The same provisions of Article 19.05 regarding the qualifications and ability and the training period shall also apply to this Section.

#### **19.09 Promotion to Full-time**

Whenever the guaranteed number of hours of work per week shall be regularly available to individual part-time employees, in excess of the regularly scheduled work then guaranteed to regular full-time employees, and exclusive of relief work performed for employees who are absent or on vacation, emergency, and holiday, then the senior regular part-time employee on the appropriate list shall be promoted to a regular full-time employee.

#### **19.10 Loss**

An employee shall lose seniority and shall be deemed to have terminated their employment in any of the following events:

- i. They are discharged for cause.
- ii. They voluntarily leave the employ of the Company.
- iii. They fail to report to work after a layoff within five (5) days after being notified by registered mail.
- iv. They fail to report to work at the expiration of a leave of absence except for a bona fide emergency.
- v. They are absent from work for three (3) days without notifying the Company except for a bona fide emergency.
- vi. They are promoted and remain outside of the bargaining unit longer than one hundred and eighty (180) days.
- vii. They have been on layoff for a period of one (1) year or longer.

## **ARTICLE 20 - DAYS AND HOURS OF WORK AND OVERTIME**

### **20.01 Days and Hours**

- (a) Regular full-time employee shall be guaranteed forty (40) hours of work in five (5) or less consecutive days, Monday through Sunday, or the equivalent thereof in pay each week, provided they are available for work and able to perform the work on each of their scheduled days of work for the week. There shall be no split shifts.
- (b) Regular full-time employees shall be guaranteed a minimum of eight (8) hours work or the equivalent thereof in pay for each daily report to work.
- (c) Employees wishing to work overtime will sign an overtime list stating the days and hours they are available to work. If no one is available then the least senior will be called.

### **20.02 Holiday and Special Call Out**

Holiday and special call out assignments shall be rotated on separate lists among regular full-time and regular part-time truck employees provided they are qualified and insofar as is practicable, however, in the event an insufficient number of regular full-time and regular part-time truck employees accept such overtime assignments, the Company reserves the right to assign the junior qualified regular truck employee to such assignment.

ABM will adopt the armoured car practice of rotating the stats.

### **20.03 Overtime In-Plant**

Overtime work for in-plant employees shall be offered in order of seniority and qualifications. Should an insufficient number of employees accept such overtime, the Company reserves the right to assign the junior qualified regular employee(s).

### **20.04 Part-time Guarantee**

Part-time employees shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each daily report to work.

### **20.05 Replacement**

Any regular part-time employee who replaces a regular full-time employee on a scheduled route shall receive the bid hours established for that regular full-time employee.

#### **20.06 Overtime Guarantee**

Regular full-time employees who volunteer to perform work on their scheduled day off, with the exception of employees doing so under article 37.04, shall be guaranteed, four (4) hours of work or the equivalent in pay at one and one-half (1 ½) times the regular hourly wage rate applicable to the classification to which they are assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

#### **20.07 Call Out Guarantee**

Any employee who shall be required to perform special call out assignments after they have completed their normal daily assignment and has checked out and left the Employees premises, shall be guaranteed three (3) hours of work or the equivalent in pay and shall be paid at one and one-half (1 ½) times the regular hourly wage rate applicable to the classification to which they are assigned on such work.

Such hours of work shall not be included in the accumulated hours of work for that week.

#### **20.08 Late for Work**

If an employee reports late for work, that employee will only be paid from the time they commence work and for the time actually worked.

#### **20.09 Hour Division**

The hours worked shall be divided into one minute units based on one one-hundredth (1/100<sup>th</sup>) of the applicable hourly rate. Changing in and out of uniforms shall not be considered as time worked.

#### **20.10 Minimal Rest and Pay**

Every employee should have a minimum of eight (8) hours rest between the end of one shift and the commencement of another.

In the event that an employee is recalled to work before a period of eight (8) full hours elapses, they shall be paid at one and one-half (1 ½) times their regular hourly rate until such eight (8) hour period is over.

#### **20.11 Banking Overtime**

- (a) The regular hourly wage rates shall apply to the first forty (40) hours of work performed in any week or the first eight (8) hours of work in any day. All hours worked in excess of forty (40) hours weekly shall be paid for at the rate of one and one-half (1 ½) times the basic straight time hourly rate.

All hours worked in excess of eight (8) hours daily shall be paid for at the rate of one and one-half (1 ½) times the basic straight time hourly rate provided, however, work performed after three (3) consecutive hours of one and one-half (1 ½) times shall be paid at the rate of two (2) times the basic straight time hourly rate.

Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

- (b) (i) Employees are entitled to bank their overtime worked (additional shifts and shifts worked on days off) up to a maximum of forty (40) hours into a floating overtime bank to be maintained by the Company.
- (ii) Once the bank is full (i.e. 40 hours) future overtime will be paid out as per normal overtime.
- (iii) Employees are entitled to take their banked time as paid time off, in full shift multiples, provided they give the Company one (1) week notice if they intend to take one or two (1 or 2) days off work and two (2) weeks' notice if they intend to take three to five (3 to 5) days off work.
- (iv) Banked overtime will be calculated as part of the vacation allotment provisions of Article 16.01 (c) i.e. should the maximum allotment for holidays during a specific time be full, the individual with banked overtime could not convert the banked time off during this period.
- (v) Employees may opt to cash out any portion of their banked overtime at any time, provided they give the Company one (1) week's notice.
- (vi) If an employee withdraws banked overtime either in paid time off or as cash such that their bank falls below forty (40) hours, they will be allowed to again bank back up to forty (40) hours.
- (vii) Employees will indicate on forms provided by the Company whether they wish to bank their overtime within one (1) month of the ratification of the collective agreement and then annually in co-ordination with the vacation sign-up process.
- (viii) The amount of overtime banked and withdrawn will be maintained in an overtime banking log which shall be available for inspection on request of the employee or the Union.

## **20.12 Higher Classification Rate**

Employees assigned to work in a higher classification shall be paid for all hours worked in such higher classification at the rate applicable.

## **20.13 Schedule**

- (a) A weekly schedule of work showing the days of work, days off, and starting times for all regular full-time and regular part-time in-plant employees will be posted on Thursday of the preceding week.
- (b) Weekly schedule of work for regular part-time truck employees will be posted on Thursday of the preceding week.
- (c) A daily schedule of work for regular part-time truck employees will be posted by 4:00 pm of the previous work day.

Once posted, changes will be made in such schedules only to meet emergencies, adjust for absenteeism, tardiness, extra work, and to correct apparent errors.

Vacancies appearing in the assignments may be filled by casual employees, subject to provisions of the part-time bump-up system.

- (d) If routes work more than eleven (11) consecutive hours over a three (3) week period then the route will be adjusted, and until such time as the route is adjusted two (2) times the basic hourly rate will be paid after ten (10) consecutive hours.

## **20.14 Ten Hour Shifts**

- (a) Four (4) ten (10) hour days may be operated on any route that is justified. The Company shall, wherever practical, establish a weekly schedule of four (4) ten (10) hour shifts for in-plant personnel. Compensation will be on the basis of ten (10) hours per day at straight time.
- (b) Employees who regularly work on these shifts shall be paid ten (10) hours at straight time rates of pay for the first ten (10) hours of work in any work day, and one and one half (1 ½ ) times for the first two (2) hours and two (2) times the basic hourly rate for all consecutive hours hereafter.
- (c) Regular part-time employees who relieve the regular employees on any ten (10) hour shift for a full weekly period shall be entitled to the same wages and overtime provisions as the regular employee.
- (d) Employees who relieve regular employees on any ten (10) hour shift for less than a full weekly period shall be paid as above.

They shall also be paid one and one-half (1 ½) times the regular rate of pay for any regular hours worked in excess of forty (40) hours per week. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

#### **20.15 Reduction of Overtime/Route Swapping**

- (a) It is the intention of management to reduce overtime hours wherever and whenever possible.

However, in the event continual daily overtime in excess of one (1) hour (exclusive of the one-half (½) hour lunch stop) is added to any route subsequent to the sign-up, any crew member(s) so affected who does not desire to perform such overtime may advertise to other members of the bargaining unit in the same job classification their desire to swap their route, which contains the unacceptable overtime hours, for the route of any other employee in the same job classification.

- (b) If said dissatisfied employee finds another employee in the same job classification who wishes to enter into the swapping of routes arrangement, management shall accept and effect the switch of such crew personnel accordingly until the next sign-up.

If more than one employee wishes to swap, then the dissatisfied employee shall accept the offer of the most senior employee.

If the dissatisfied employee is unable to find another employee in the same job classification who wishes to make the swap, then the dissatisfied employee shall continue to operate their route until the next sign-up takes place.

- (c) The swapping procedure is an alternative to the interim sign-up under Article 35.13 (b) (iii) and only one alternative may be exercised during any one (1) sign-up period.

All swapping arrangements shall be in effect only until the next sign-up and no employee shall be permitted to participate in more than one (1) swap during any one (1) sign-up period. Swapping shall be allowed for medical reasons.

- (d) **Swapping Routes**

As an alternative to 20.15 (c) an employee may opt to drop into the pool; their resulting position will then be filled by the pool in order of seniority.

## 20.16 Continuous Overtime

- (a) If throughout the first two (2) weeks after a sign-up, a route continually works overtime in excess of one (1) hour (exclusive of the one-half (½) hour lunch stop) and management determines that the more than one (1) hour overtime is a result of a scheduling rather than an employee problem, then management will redesign the route to reduce the overtime.
- (b) If after the fourth (4th) week the route is still continually working overtime in excess of one (1) hour (exclusive of the one half (½) hour lunch stop) and the affected employees do not agree to it, there will be an interim sign-up for the signed employees affected by the change and any signed employee junior to them.

## 20.17 Employees with 37 Hours

Regular part-time and casual employees with thirty-seven (37) hours of work in a five (5) day period shall not be compelled to work a sixth day unless the employee agrees to work.

## 20.18 Modified Work Week

The Union-Management Committee shall, after the existing trial has concluded, meet and agree to a letter of understanding on the application and pay relating to modified working arrangements that include twelve (12) hour shifts.

## ARTICLE 21 - LUNCH AND REST PERIODS

### 21.01 Lunch and Rest Periods

(a)

Shift Length	Rest Breaks	Meal Breaks
4 hours +	1 x 15 min.	
5 hours +	1 x 15 min.	1 x 30 min.
7 hours +	2 x 15 min.	1 x 30 min.
10 hours +	3 x 15 min.	1 x 30 min.
12 hours +	4 x 15 min.	1 x 30 min.
14 hours +	4 x 15 min.	2 x 30 min.

- (b) For truck employees, the custodian shall receive the paid lunch unless they advised management otherwise by the end of the shift.

### 21.02 Allowable Breaks

- (a) All employees shall be allowed to take a rest period during the first half of any shift and a rest period during the second half of any shift.



- (b) Truck employees shall ensure such rest stops are 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 employee's obligations to the customer.
- (c) If an employee is required to work beyond the end of their regular full-time shift and such work is expected to last two (2) hours or more, then a rest break shall be permitted without pay.

### **21.03 Out-of-Town Routes**

Lunch and rest period provisions shall be in accordance with the eight (8) and/or ten (10) hour shifts, whichever is applicable to the number of hours the route is operating that day.

In addition, should any out-of-town route be operating for sixteen (16) hours, employees shall be entitled to four (4) fifteen (15) minute rest periods and two (2) thirty (30) minute lunch periods.

### **21.04 Meal Money**

- (a) In the event an employee is required to work three (3) hours overtime after their regular shift the employee will be paid nine dollars (\$9.00) meal money.
- (b) Employees entitled to meal money will be paid bi-weekly on the same day as their regularly scheduled pay date for all meal monies due for the time period covered by their pay cheque.

Meal money payments will be a cash payment separate from their pay cheque and will be available from their immediate supervisor during the supervisor's normal working hours.

## **ARTICLE 22 - COMPENSATION COVERAGE**

### **22.01 Accommodation**

The Company and the Union agree that every effort shall be made to return injured employees to their previous positions. This may require a Graduated Return to Work or other modified work arrangement.

If the worker is unable to return to their original job, then the Company and Union must discuss other options with the worker and their physician.

It is understood that the Company, the Union and the worker must all be active participants in accommodation arrangements.

## **22.02 Return to Work**

- (a) The Union must be notified of, and participate in, the development of all light duty, modified work and accommodation arrangements.
- (b) The Union shall be made aware of all current light duty, modified work or accommodation situations.
- (c) All light duty, modified work or accommodation arrangements will have an individually agreed upon mandatory review period.
- (d) No arrangements under this section shall be used to abrogate a worker's right to WCB, weekly indemnity, or any other benefit.
- (e) The Company shall provide the Union with a list of all ongoing light duty and modified work positions.

## **22.03 Rate of Pay**

If an employee is placed in a lower category on their return to work after having been on compensation and it is proven that the accident was due to faulty equipment that the injury occurred, and the employee was free of negligence in such incident, then the said employee shall be paid at the classified job rate of pay they held at the time of the injury.

Such rate of pay will be reduced in proportion to any Workers' Compensation benefits being received by the employee.

## **22.04 Entitlement**

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

## **ARTICLE 23 - SAVINGS CLAUSE**

### **23.01 Definition**

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

## **23.02 Validity**

- (a) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement they may submit the dispute to the Grievance Procedure as in Article 14 herein.

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

## **ARTICLE 24 - SANITARY FACILITIES**

### **24.01 Definition**

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.

### **24.02 Lockers**

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

### **24.03 Premises**

The entire premises shall be adequately heated and ventilated.

## **ARTICLE 25 - HEALTH, SAFETY AND ENVIRONMENT**

### **25.01 Company Duties**

The Company shall institute and maintain all precautions to ensure every worker a safe and healthy workplace and to protect the environment outside the workplace.

The Company, Employees and the Union will co-operate fully to promote safe work practices and health conditions and compliance with safety rules and procedures as defined in the *Canada Labour Code Part II*.

The Company shall comply in a timely manner with the Workers' Compensation Act, its regulations, codes of practice, and guidelines, and all relevant environmental laws, regulations, codes of practice, and guidelines.

All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety, and Environment Committee which shall be known throughout the following Articles as "the Committee".

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

- (a) The Company and the Union agree to maintain the established Joint Health, Safety, and Environment Committee in accordance with the Workers' Compensation Act, its regulations, codes of practice and guidelines, and environmental laws, regulations, codes of practice, and guidelines.

The Union representation on this Committee shall be at least four (4) members chosen by the Union. At no time shall the number of Company members outnumber the amount of Union members.

- (b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee.

The other co-chairperson shall be a company member.

- (c) During all absences of the Union co-chairperson the Company shall recognize an alternate co-chairperson designated by the Union.
- (d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety, and environmental program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines.

The Company shall comply with the recommendations of the Committee.

- (e) Without limiting the generality of the foregoing, the Committee shall:
  - (i) Determine that inspections have been carried out at least once a month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery, and work methods, and practices.

Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.

- (ii) Ensure that accident and incident investigations have been made.
  - (iii) Recommend measures required to attain compliance with appropriate laws, or which will correct hazardous conditions, or conditions which may harm the environment.
  - (iv) The co-chairperson, or their alternates, shall participate in and keep a record of all types of inspections and work refusals.
  - (v) Solicit and consider recommendations from the workforce with respect to health, safety, and environmental matters, and recommend implementation where warranted.
  - (vi) Hold regular meetings at least once a month, or more frequently if mutually agreed upon by the Union and the Company co-chairpersons, for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes, and means of prevention
    - remedial action taken or required by the reports of investigations or inspections
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession, or obtainable by the Company pertaining to health, safety, or environmental matters.
- (f) Time spent by members of the Committee in the course of their duties shall be considered as time worked, or shall be paid in accordance with the terms of Article 20 - of this Agreement. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

### **25.03 Dangerous Circumstances**

- (a) The Company agrees that all members of the Committee shall have the right to investigate dangerous circumstances at the workplace at any time.

Dangerous circumstances include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article, or thing which may harm a person or the environment.

- (b) If a Committee member determines that dangerous circumstances exist, the Committee member may direct the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article, or thing.
- (c) If the Company receives a direction under 25.03 (b) the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

#### **25.04 Right to Refuse**

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person, or the environment, and that signs are posted in the workplace advising them of this right.
- (b) If a worker exercises their right to refuse they shall notify the Supervisor and Union member of the Health, Safety, and Environment Committee.  
  
They shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) The Union Co-Chairperson or alternate shall fully participate in the investigation at every stage. The Union Co-Chairperson or alternate may recommend a solution to the problem with the agreement of the refusing worker which shall be implemented by the Company.

#### **25.05 No Disciplinary Action**

- (a) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for acting in compliance with the *Canada Labour Code Part II*, its regulations and codes of practice, and environmental laws, regulations, or codes of practice.
- (b) No employee, with just cause, shall be discharged, penalized, coerced, intimidated, or disciplined for refusing to work on a job, or in any workplace, or to operate any equipment where they believe that it would be unsafe or unhealthy to themselves, a fetus, a workmate, or the public, the environment, or where it would be contrary to the applicable federal, provincial, or municipal health and safety or environmental laws, regulations, or codes of practice.

- (c) For the employee who refuses work, with just cause, under Article 25.05 and all employees affected by the refusal, and any direction under Article 25.03 there shall be no loss of pay, seniority, or benefits during the period of refusal.

#### **25.06 Education and Training**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training, and/or instruction.
- (b) The Union members of the Joint Health, Safety, and Environment Committee will attend the Unifor Health and Safety Course (one week) and the Unifor Environment Course (one week). These courses will be taught at the Unifor Family Education Centre in Port Elgin.

#### **25.07 Accident and Incident Investigations**

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

#### **25.08 Disclosure of Information**

The Company shall provide the Joint Health and Safety Committee with written information which identifies all the virological agents, compounds, substances, by-products, and physical hazards associated with the work environment.

This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment, and antidotes.

#### **25.09 Right to Accompany Inspectors**

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

#### **25.10 Access to the Workplace**

Union staff, or Union health and safety, or environmental advisors, or consultants with prior approval by management, shall be provided access to the workplace to attend

meetings of the Joint or Union Committees, or for inspecting, investigating, or monitoring the workplace.

#### **25.11 National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

#### **25.12 Ergonomics**

- (a) The Company will ensure that the Committee is trained in a course, or courses, to be determined by the Committee to enable them to address ergonomic needs on a priority basis, and work towards improving the workplace, work station, or tool to fit the worker.
- (b) Where an ergonomic concern is beyond the scope of the Committee the Company shall hire a consultant chosen by the Committee.
- (c) The Committee shall consider such issues as the pace of production, and staffing levels in the Committee's consideration of ergonomic issues.

#### **25.13 Employment of Disabled Workers**

The Company agrees to offer every disabled employee a suitable job upon the employee's return to work which shall continue as long as the disability lasts, and shall do so according to the following process:

- (a) The Company shall modify the employee's job to accommodate the employee's disability.
- (b) If the Union agrees that it is physically or technically impossible or financially prohibitive or not in the best interest of the employee to modify the employee's job, the Company shall offer the employee an alternate job, or modified alternate job, within the bargaining unit considered suitable by the Union and the employee.
- (c) If the Union agrees that reduced hours of work are in the best interests of the employee, the Company shall accommodate the reduced hours of work modification with a letter of understanding pertaining to the employee.

Wage replacement benefits for the time not worked may be paid by Workers' Compensation or by the insurance carrier but in no case shall the employee receive less income than the applicable benefit level.



- (d) If the Union agrees that a modified job classification is in the best interests of the employee, the Company shall accommodate the change to the job classification with a letter of understanding pertaining to the employee.
- (e) The seniority provisions of the collective agreement such as the job posting procedure shall only be set aside to accommodate disabled employees if the Union agrees.

The layoff and recall provisions of the collective agreement, however, shall apply in the same manner as if the person had not been disabled.

#### **25.14 Disability Management (2001)**

The Parties agreed to form a Committee of representatives from both the Union and Management sides of the bargaining team to agree upon a Disability Management Program.

This Committee agreed to produce a letter of understanding outlining the terms of a mutually agreed Disability Management Program; ideally, within three (3) months of the ratification of this agreement.

If this program requires the disclosure of any information to a third party the Committee will ensure that procedures are in force, that comply with the recent privacy legislation. The Parties agreed that the use of an outside claims management company was unacceptable.

#### **25.15 Ill or Injured Employees**

Any employee suffering any injury or employment-induced illness while on duty must report same to the Supervisor stating the illness or injury and if the employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept.

No person shall refuse the right of any employee to go home or to a doctor in case of such illness or injury.

#### **25.16 First Aid Kits**

The Company agrees to maintain and supply approved WCB First Aid Kits in the workplace and in each service vehicle.

### **ARTICLE 26 - HUMAN RIGHTS AND HARASSMENT**

#### **26.01 Harassment Defined**

The Company and Unifor are committed to providing a harassment-free workplace.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation, or other prohibited grounds as stated in the Canadian Human Rights Act.

Harassment also means any demeaning and abusive behaviour of which an employee feels is offensive. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility, vehicles, and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots. Harassment may take many forms: verbal, physical, or visual. It may involve a threat, or an implied threat, or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person's body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship, or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed a properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline, or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

## **26.02 Filing a Complaint**

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;

- Document the events, complete with times, dates, location, witnesses, and details;
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

The Joint Human Rights Committee shall be comprised of two (2) persons selected by the Company and two (2) persons selected by the Union. Each side shall select one (1) female. The Committee shall meet as required.

### **26.03 Investigation**

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Company and the Union.

A formal investigation of the complaint will then begin by the Company and the Union or their designates, interviewing the alleged harasser, witnesses, and other persons named in the complaint. Any related documents may also be reviewed.

### **26.04 Resolution**

The Company and the Union or their designates will then complete a report on the findings of the investigation. The Company and the Union or their designates will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National Unifor policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Canadian Human Rights Commission and to seek redress under the Human Rights Act.

#### **26.05 Training**

In consultation with the National Union, three (3) day anti-harassment training will be developed for all union representatives and members of management who have not yet been trained.

Union representatives and members of management will attend the three (3) day harassment training developed by the National Union. The training will be scheduled as needed but not more than once per year. The Company agrees to cover the lost time for the union representatives to attend the course.

### **ARTICLE 27 - MANAGEMENT RIGHTS**

#### **27.01 Definition**

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

- i. The right to hire, transfer, promote, demote, classify, layoff, suspend, discharge for cause or otherwise discipline employees.
- ii. The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- iii. The right to utilize and/or hire part-time employees during peak work periods, emergencies or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
- iv. The right to reduce overtime hours wherever and whenever possible.
- v. The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- vi. It is agreed that a breach of security is subject to discipline.

#### **27.02 Modifying**

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

### **27.03 Cases of Emergency**

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

## **ARTICLE 28 - REGULATIONS AND RULES BOOKLET**

### **28.01 Changes**

If at any time during the term of this Agreement any additions or deletions are to be made to the regulations and procedures booklet issued by the Company in July 1995, then employees shall be given a minimum notice of seventy-two (72) hours prior to the change taking effect, except on occasions of emergency temporary situations.

### **28.02 Review**

The parties agree to review the Regulations and Procedures Booklet during the term of this Agreement with a view of implementing any new policy and/or procedural changes.

## **ARTICLE 29 - TRANSPORTATION**

### **29.01 Personal Vehicle**

No employee shall use their personal vehicle on Company business.

## **ARTICLE 30 - MEDICAL EXAMINATION**

### **30.01 Modified Work Program**

(a) Should an employee request a modified work program or request a light duties program, or a medical accommodation due to disability, or is returning from absence of more than six (6) months due to injury or illness, the Company may require a medical report verifying the physical condition, suitability and/or limitations of the employee.

(b) Scheduling Examinations

When a medical examination is required in accordance with Article 30.02, the following conditions shall apply:

(i) if an employee takes a medical examination during their normal working hours, they shall be paid for the time involved and thus not lose any pay as a result of them taking a medical examination;

- (ii) in addition to the above procedure on medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance or other appropriate agency, to take a medical examination to verify their right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 to operate a vehicle equipped with air brakes, the Company hereunder shall, where same is not paid for by any part of the Health and Welfare Plan under which the employee is covered, pay for such medical examinations.
- (iii) If the medical examination is required by the Company to be taken after working hours or on Saturday, regular full-time or regular part-time employees will be paid three (3) hours pay at straight time rates of pay.

### **30.02 Independent Medical Assessment**

In the absence of a medical report from the employee or at the reasonable discretion of the Company's Human Resources Department, the Company may require an independent medical assessment be performed by a physician to verify or provide the required medical assessment in Article 30.01.

### **30.03 Medical Reports**

Any reports or medical assessments required in this Article will be paid for by the Company.

### **30.04 Duty To Accommodate**

If following a medical examination in accordance with Article 30.02, any employee is deemed incapable of carrying out their regularly assigned duties, the following procedures shall be followed:

- (a) The Company recognizes its duty to accommodate employees who are medically or physically unable to perform their regular duties. The Parties will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing their regularly assigned duties.

Should an employee be reclassified as a result, they will be paid at the then existing rate of their new classification. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

An employee placed on a job because of a disability will have their status reviewed at least annually jointly by both parties.

- (b) In the event that no position can be identified to accommodate the employee, they will be placed on medical leave of absence without pay.
- (c) When an employee is cleared medically for light duty, and there is nothing suitable for the employee, the employee will be entitled to remain on Short Term Disability, as per the time limits of the benefits contract.

### **30.05 Medical Clearance**

If the medical clearance pertains to an employee in a WCB. claim, the prevailing Board policy and practice on vocational rehabilitation shall govern. If the rehabilitation program is unsuccessful or gives rise to any dispute the appeal procedure under the Workers' Compensation Act will prevail.

### **30.06 Right to See Own Physician**

If an employee is injured at work, the Company must inform the employee that they have a right to see their own doctor.

## **ARTICLE 31 - TRUCK MAINTENANCE**

### **31.01 Vehicle Safety**

The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers or passed the required inspections prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified.

### **31.02 Red Tag**

In the event an employee determines that a vehicle is in unsafe operating condition, they shall request that a supervisor confirm this. If the supervisor concurs, they shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected.

Should the employee and the supervisor not be able to agree then the matter shall be reported immediately to the manager.

If the problem is persistent the Company will receive a second opinion from a certified mechanic.

### **31.03 Seat Belts and Steps**

All trucks owned or leased by the Company must have steps or similar devices to enable the driver to get in and out of the body for safety purposes and shall also be fitted with safety belts. All vehicles supplied by the Company are only to be operated while wearing seat belts.

#### **31.04 Adequate Equipment**

All armoured vehicles shall have adequate heaters, windshield wipers, defrosters, and air conditioners, and all emergency and safety equipment mentioned in the Employee Rule Book, such as proper first-aid kits, fire extinguishers, and crowbars.

#### **31.05 Minor Maintenance**

A trip inspection shall be conducted on all commercial vehicles prior to leaving the Branch to comply with current Federal/Provincial requirements by the employee responsible for the vehicle on that shift.

No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking their truck for gas, water, and oil, minor repairs (wiper blades, light bulbs), and to see that it is in proper operating condition, nor in driving the vehicle to the proper place of maintenance and parking. It will not be necessary for the employee to change flat tires when away from the plant but the driver may, however, be expected to make minor repairs, such as replacing bulbs, fuses, etc. either at the Plant or away from the Plant. Employees will be responsible for the cleanliness of the exterior and interior of their vehicle.

#### **31.06 Reporting**

Employees shall immediately, or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Company and shall be made in multiple copies, one copy to be retained by the employee.

#### **31.07 Load Limits**

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 at any scales, and is fined the Company shall pay such fines.

### **ARTICLE 32 - TRAFFIC TICKETS**

#### **32.01 Definition**

No driver shall be required to violate traffic laws or loading regulations. If a driver is issued a traffic ticket or citation for parking violations made in accordance with instructions from the Company, the Company shall be responsible for the payment of such citation.

Traffic tickets or citations 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. Out-of-town drivers must submit tickets within a reasonable time after return to point of origin.



### **32.02 Responsibility**

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

### **32.03 Parking**

Parking tickets may, after proper investigation, if found to be unauthorized and to violate security protocols or to occur on break, be the responsibility of the driver who incurs the ticket.

## **ARTICLE 33 - TOOLS**

### **33.01 Range Time**

- (a) The Company will pay three (3) times a year to a maximum of two (2) hours straight time for practice or qualification with a qualified instructor on the company range and will provide adequate ammunition.

Additionally, the Company shall provide interested employees with up to a maximum of five hundred (500) rounds of ammunition per year for voluntary range practice provided employees shall return empty shells and produce evidence of practice on a range approved by the Company.

Scheduled range time is considered time worked and will be scheduled in conjunction with the sign-up.

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

### **33.02 Property**

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

## **ARTICLE 34 - TECHNOLOGICAL CHANGE**

### **34.01 Definition**

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used within the bargaining unit by the Company and the use of which results in the termination or laying-off of regular employees.

#### **34.02 Recognition by Parties**

The parties to this Agreement recognize that the technological and mechanical changes that result in increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse effects that may result.

#### **34.03 Prior Notification**

The Company shall advise the Union as far in advance as possible, and not less than forty-five (45) calendar days prior to the introduction of technological and mechanical changes as defined in Article 34.01 above, and the matter shall immediately become a topic of discussion between the Company and the Union particularly with regard to:

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

#### **34.04 Severance**

Full-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Company to a maximum of seven (7) weeks pay at the rate of pay the employee was receiving on the date of termination. Notice may be given in lieu of severance pay.

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

#### **34.05 Training**

The Company will pay one (1) time per year to a maximum of nine (9) hours straight time for training and qualification with a qualified GardaWorld Cash Services Canada Corporation instructor. GardaWorld Cash Services Canada Corporation will provide ammunition and related training supplies during these sessions.

The Company will provide training to upgrade employees to meet mandated changes to firearms and use of force regulations.

Failure to qualify to CFO standard will be handled in accordance with the current GardaWorld Cash Services Canada Corporation "Use of Force Training Policy".

- (a) The parties agree that wherever possible training (including re-qualification training) will be scheduled during working hours. In the eventuality that training

cannot be accommodated within the normal weekly hours and scheduled outside working hours it will be payable at straight time.

- (b) In the event the Company proposes the introduction of equipment in its operation requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the employee qualifies with the requirements. Training required by the Company shall be paid for by the Company at straight time.
- (c) The Company will pay the costs of all training required for all existing employees inclusive of lost time to attend the training.
- (d) If an employee is unable to pass the training requirements, a three (3) month unpaid leave of absence will be granted.

#### **34.06 Possession and Acquisition License - Authorization to Carry (PAL - ATC)**

The Company will provide to all current employees, at the Company's request, training to obtain a restricted and non-restricted Possession and Acquisition License - Authorization to Carry (PAL/ATC) as well as payment for the respective tests and ATC renewal fee.

Employees will be responsible for the PAL renewal fee and also make themselves available on their own time for the PAL permit instruction.

The Company will pay for one (1) day at straight time and the employee will be responsible for their own time for the second day. Employees who fail to pass the test will be responsible to rewrite the test at their own expense.

#### **ARTICLE 35 - SIGN-UP AND VACANCIES (VANCOUVER BRANCH)**

It is agreed that during the term of this Agreement the parties shall meet and discuss ways of improving the existing sign-up that are mutually agreeable to both parties.

Regular full-time and regular part-time employees who possess the qualifications and ability to perform the job and who have been approved in the classification shall be permitted to select route assignments in accordance with the following procedures.

All Route employees shall participate in the respective sign-ups and will be available by phone, written choice/nominee.

#### **35.01 Work Assignments**

Prior to May 1 and November 1 each year, the Company will make available a list of all full-time routes for the regular work week showing the route number, the various work

assignments which will be required on the route, the general areas serviced, the crew complement and the classification of the employee on those crews. Information regarding part-time routes will be available to employee upon request.

Once per year prior to February 1<sup>st</sup> the Company will make available a list of all full time and part time work in-plant, the various work assignments which will be required, and the classification of the positions. The in plant sign up shall follow all the rules of the route sign up as outlined in this collective agreement. During the in plant sign up, employees may only choose work assignments within their department (Turret/Vault & Coin Room/ Cash Cage/Janitor).

### **35.02 Grouping**

Once posted, full-time employees will, in order of seniority, sign-up for the available positions of their choice. The Company may instruct a senior employee to be by-passed if they are delaying the sign-up but will not allow an employee to be by-passed until the employee has been advised in writing or notified by the sign-up representative that they will be by-passed after a specific time.

If after all full-time employees have signed and routes are still available part-time employees will be able to sign the remaining routes in order of their seniority and will be reclassified as full-time employees for the duration of the sign-up.

### **35.03 Periods**

The sign-up shall be in effect for six (6) month periods. They are as follows:

May - October and November - April.

### **35.04 Seniority Entitlement**

- (a) Regular full-time employees shall, in order of seniority, be entitled to select the position of their choice on the route of their choice for the sign-up period as defined in Article 35.03 above.
- (b) Regular part-time employees shall, in order of seniority, be entitled to select the position of their choice on the route of their choice for each day of a sample week of the sign-up period as defined in Article 35.03 above.
- (c) Regular full-time employees who wish to sign for vacation relief may request to be by-passed. Those employees would then re-enter the sign-up process once all of the available full-time work has been signed for.

### **35.05 Blocks of Work**

- (a) The Company will set up blocks of full-time routes which will show the days of work and days off for the scheduled work week, Sunday to Saturday.

- (b) Whenever and wherever possible the Company shall establish full-time routes. New weekly full-time routes shall be implemented in accordance with Article 35.13.
- (c) Changes to route sheets will be made after consultation with employees affected.

### **35.06 Assignment**

Once an employee has been assigned to a route they would be required to remain on that route for a period of six (6) months subject to other provisions of the collective agreement.

### **35.07 Pool Definition**

- (a) Any employee who does not sign for a position as described in Article 35.04 or Article 35.13 (Interim Sign-up) shall be a part-time employee subject to Article 1.05.
- (b) These regular part-time employees and casual employees shall constitute a pool of employees subject to assignment by the Company to various routes as specified below provided they possess the qualifications and ability to perform the job and have been approved in the classification.

### **35.08 Part-time Bump-Up and Vacant Shift System**

- (a) There will be a bump-up system for vacancies occurring after the weekly/daily schedule for all part-time employees has been posted subject to the following:
  - i. The system is limited to one (1) bump-up per vacancy. An employee who declines a bump-up for any reason shall go to the bottom of the list for that day.
  - ii. The system is limited to an increase in hours.
  - iii. If notice of the vacancy is received prior to 10:00 p.m. on the day before the vacancy, then the senior part-time employee will be bumped-up subject to the following:
    - 1. To be eligible for bump-up a signed part-time employee must have indicated their availability for bump-up on the weekly "yes/no" list or the overtime list.
    - 2. Any resulting vacancy will be filled from the pool.

3. If the vacancy cannot be filled from the pool it shall be filled by a casual employee.
  4. If the vacancy cannot be filled as above it will be offered in order of seniority to employees who have signed the overtime list in the department where the vacancy exists.
- (b) If notice of the vacancy is not received until the day of the vacancy then the employee to be bumped-up will be the senior of the unscheduled part-time employees and the scheduled part-time employees whose route commences two (2) hours or more after the scheduled start time of the vacant route subject to the following:
- i. To be eligible for bump-up a signed employee must have indicated their availability for bump-up on the weekly "yes/no" list or the overtime list.
  - ii. To be eligible for bump-up an employee's availability time (the time they have indicated on the response list plus fifteen (15) minutes) must meet the response time of the vacancy.
- (c) An employee will not be bumped-up if it would result in overtime. Eight (8) or ten (10) hour shifts will be paid at straight time. If an employee has worked thirty-six (36) hours or more prior to the last day of the week, management may short-shift them on the last day or give them the day off without pay.
- (d) The dialling procedure for the bump-up system will be as follows:
- i. If unanswered, redial immediately and let it ring ten (10) times.
  - ii. If busy call back after ten (10) minutes except for the first two (2) hours after the turret and/or dispatch opens when the call back will be after five (5) minutes.
  - iii. An employee may choose to opt to be contacted initially by a text message followed in ten (10) minutes with a phone call.
- (e) If a part-time employee is improperly by-passed as a result of an error made there will be no grievance until management has had the opportunity to remedy the potential grievance by making up the hours during the pay period or a reasonable time thereafter.

### **35.09 Company Refusal**

The Company reserves the right to refuse permission to an employee to bid on a certain route as well as the right to remove them from a route or classification they have bid, subject always to the grievance procedure.

### **35.10 Company Rights**

The Company reserves the right to change routes from time to time by adding stops, removing stops, changing start times, merging, consolidating, eliminating, and adding routes.

### **35.11 Company Rights (Customer Needs)**

The Company reserves the right to extend or back up a route to meet the needs of customers and to cover breakdowns and unusual delays on the specific route. Such back up work will be assigned to the crew which is most readily available among the work crews on that day or may be assigned from the pool.

### **35.12 Special Assignment**

The Company may, as deemed necessary, place an employee on special assignment for training purposes. The method of choice on candidates shall be by posting. All interested employees shall sign a list indicating their availability. If no one is available then the least senior qualified employee will be assigned the task.

### **35.13 Interim Sign-Up**

- (a) If there is a major reroute during the sign-up period and the affected signed employees do not agree to the resulting changes there will be an interim sign-up.
- (b) A major reroute is defined as follows:
  - i. A regular change in a signed employee's days off or days worked.
  - ii. A regular change in a signed employee's start time of more than two (2) hours.
  - iii. A regular change in the scheduled end of a signed employee's shift of more than two (2) hours.
  - iv. A regular change in the total number of routes.
- (c) All employees will be eligible to participate in the interim sign-up.

- i. The Company will give two weeks notice of an interim sign-up, except in an emergency, then one week's notice will be given.
  - ii. Sign-up is to be completed in one week.
  - iii. If an employee is absent, the Union representative will sign for the absent employee.
- (d) The interim sign-up will be conducted as expeditiously as possible. Routes will be made available for five (5) working days in advance, or such shorter period as may be agreed.

Employees delaying the sign-up will be by-passed after having been advised in person or by telephone by the supervisor or designate. After ten (10) working days, or such period as may be agreed, the interim sign-up will end and unsigned employees will be subject to Article 35.07.

#### **35.14 Vacancies**

Replacements will be made as follows:

- i. In the event a permanent vacancy occurs employees eligible to bid shall be allowed to bid for this vacancy in order of their seniority, provided however, no more than four (4) employees eligible to bid in each classification shall be allowed to change route assignments as a result of such vacancy. The resultant vacancy will be filled from the pool.
- ii. Out-of-Town - The most senior qualified employee in the pool applying at the time of sign-up will be assigned to the vacancy subject to them having the necessary qualifications and ability and subject to having been approved in the classification.
- iii. In-Town - Extended vacancies of one (1) week duration or longer will be filled by the most senior qualified employee in the part-time pool who has been approved in the classification.
- iv. Tardiness - If an employee on a bid or scheduled route should be tardy the Company would reserve the right to fill the vacancy from the pool in accordance with Article 35.07.
- v. Emergencies - When it will be necessary to fill a vacancy immediately the Company would have the right to assign an employee from the pool or, if necessary, by removing an employee from their bid or scheduled route to fill that vacancy.



### **35.15 Added Routes**

In the event a new route should be established so that a full week of work is available the terms and conditions of Article 19.09 shall apply.

### **35.16 Holidays**

Actual days of work may have to be altered due to General Holidays.

### **35.17 Overnight Routes**

It is understood and agreed that employees assigned to regular overnight out-of-town routes will be scheduled and compensated as follows:

- i. Employees will be paid for hours worked at straight time or the applicable overtime rates plus twenty-four (\$24.00) dollars per day for meals. The Company will pay for lodging.
- ii. Employees required to work hours beyond their normal schedule due to an emergency situation will be compensated for such hours at their applicable overtime rate.
- iii. Employees on these routes will be permitted to work on a weekly schedule for a maximum of forty (40) hours work of credited hours but will not be obligated to work nor privileged to demand a minimum of eight (8) hours per day for five (5) days per week.

Credited hours will be calculated in accordance with Article 20.11. These employees are excluded from Article 20.06.

- iv. It is further understood and agreed that when these routes require hours in excess of the normal schedule due to an emergency appropriate adjustments may be made by the Branch Manager by determining whether the employees should be scheduled to work an additional day or days during that week or weeks.
- v. It is also understood that customer requirements may require changes in the scheduling of these routes.
- vi. All out-of-town routes will have two drivers.
- vii. No employee will be required to drive ten (10) consecutive hours or more without an eight (8) consecutive hour break before they commence driving again except in an emergency.

- viii. No employee will work anymore than sixteen (16) hours in a day except in an emergency.
- ix. No employee will work more than sixty (60) hours in a week except in an emergency.

### **35.18 Sign-up Representative**

It is agreed that all sign-ups will be conducted by a representative mutually agreeable by the Union and the Company who shall perform the sign-up function as part of their paid job function.

### **35.19 Route Audit Committee**

Twice annually in April and October for commencement in May and November, the Employer shall post a schedule of runs and assignments. In extenuating circumstances, and with notification to the Union, the Employer may post a schedule of runs and assignments at times other than in May and November of each year. Such runs and assignments shall be grouped in weekly blocks. Each weekly block of runs or assignments which is posted shall be described generally, showing the areas served, the starting time and durations, the type of work involved, and the crew complements. The weekly blocks shall also designate which days in the week an employee shall normally be scheduled "off". Employees shall bid in a position (i.e. driver, custodian, or guard) and shall remain in the position for the duration of the bid.

The schedule, so posted, shall remain posted for a period of two (2) weeks to permit employees to study the schedule on which they bid. Implementation of the bid will occur no sooner than one (1) week following the completion of the bidding process and a posting of the final bid schedule.

The Company and the Union agree that run audits will be conducted prior to the sign-up every six (6) months, or on request if there has been a significant change in work volumes.

The Route Audit Committee (RAC) shall include the Branch Manager and /or designate, applicable Supervisor, one (1) Union Steward and/or a Union Representative, and one (1) employee per department as needed.

The purpose of the Route Audit Committee (RAC) shall be to review the present route work so as to determine the number of forty (40) hour blocks of work available. To achieve this, the Committee shall consider the possibility of consolidation of part-time routes or parts thereof. On a regular basis the committee shall be provided meaningful information to complete this task.

In the event there is a disagreement in the findings of the RAC the dispute may be submitted to the Grievance procedure at Step 2.

## **ARTICLE 36 - JOB POSTING**

### **36.01 Vacancy**

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 job shall then apply in writing within three (3) working days of such posting.

### **36.02 Promotion**

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

### **36.03 Qualification**

The Company shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not permit the Company to be unreasonable in its determination, and if disputed shall permit the Union to resort to the grievance procedure.

### **36.04 Demotion**

Demotions to lower classifications on each seniority list due to reduced work requirements of the Company shall be made in reverse order of list seniority.

### **36.05 Posting of Vacancy**

- (a) Job vacancies at all locations certified by the bargaining agency will be posted locally in accordance with the terms and conditions of the respective applicable Agreements.
- (b) It is agreed that should a job posting not be filled locally in accordance with the Agreement that a subsequent posting will be made at all locations certified by the bargaining agency.

### **36.06 Posting of Posting**

A copy of all job postings to be faxed to the Union main office as well as posted on the branches' bulletin boards.

### **36.07 Casual Bump-Up**

If a full-time or part-time position comes available and the most senior casual applies (from date of hire) for the position, they will be given priority over other casuals. This clause does not give casuals seniority amongst casuals. Further, if the most senior casual is successful their unit seniority will commence from date of full-time or part-time status.

## **ARTICLE 37 - SICK LEAVE BENEFITS**

### **37.01 Calculation and Payment**

Regular full-time and regular part-time employees shall commence accumulating point seven five (.75) days per month sick leave provided they work a minimum of fifty (50%) percent of the month.

In conjunction with this, the Company will pay out the first six (6) days of a nine (9) day sick time benefit providing none of the first six (6) days are used.

The remainder will be credited to the employee's sick bank to a maximum of three hundred and sixty (360) hours.

Procedures to be used in administering this process:

- (a) Pay out of the sick leave benefit is only available providing they are employed as of November 30th of that year.
- (b) Full sick leave pay out is based on forty-eight (48) hours.
- (c) Reasonable proof of illness, including a doctor's note will be required on the first (1st) working day following the fourth (4) work day absence.

In instances where it appears that a pattern of absence is developing, the Company may request from an employee, satisfactory proof of illness for absences of three (3) days or less from a qualified medical practitioner. The Company undertakes to verbally inform the employee of any perceived sick leave abuse prior to requesting written certification.

If requested to do so by the Company the employee shall offer satisfactory proof, e.g. medical examinations, at the expense of the Company, for illnesses.

- (d) Pay outs will be pro-rated for new employees who have not completed one (1) year full-time service as of December 1st.
- (e) Leaving the company or reducing to casual will not warrant a pay out.

- (f) Employees that have declared in writing to the company a confirmed retirement date may opt to select a continuation of pay of all remaining dollars in their bank, commencing the day after the declared retirement date.

### **37.02 Eligibility**

Regular full-time and regular part-time employees shall be eligible for sick leave with pay when absent from work because of a bona fide illness, or accident, or family responsibility days up to the amount accumulated in their sick leave bank in accordance with Article 37.05, and Article 37.06.

Family responsibility leave is defined as time off work required by the employee related to:

- (a) the care, health, or education of a child in the employee's care, and/or,
- (b) the care, or health of any other member of the employee's family as defined in Article 8.03 Funeral Leave.

### **37.03 Sick Pay**

For the purpose of this Section full pay shall mean pay calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the disability not occurred.

### **37.04 Pay Rules**

- (a) Sick time will not be considered time worked for calculating overtime in any given week. Employees signed for the overtime list and wishing to work a rest day after being sick will be paid at basic straight time for that day.
- (b) Sick leave benefits shall only apply to bona fide cases of sickness and accidents of an employee on their scheduled work days.
- (c) An employee who takes a sick day off and agrees to work an alternate shift at straight time shall not have the sick day deducted from the annual pay out of unused sick days.

### **37.05 Consecutive Days**

The sick leave provision is only to be used for sick days. The sick leave provision may not be used to supplement any other form of time loss payment.

It is understood that the Company will enforce the current language within the collective agreement. All sick days will be paid out for the day requested unless the employee agrees to work an alternate shift at straight time.

**37.06 Sufficient Leave**

All of the above will be subject to an employee having sufficient sick leave time accumulated.

**37.07 Record Availability**

Sick and bank time records are to be available to employees once a year.

**ARTICLE 38- MEDICAL SERVICES PLAN OF B.C.**

**38.01 Medical Services Plan**

All regular full-time and regular part-time employees who apply through the Company for registration in the Medical Services Plan of B.C. will have the full cost covered by the Company for the applicable coverage (i.e. single, couple or family).

For regular full-time and regular part-time employees who become laid off the Company shall remit contributions required to maintain the Medical Services Plan of B.C. coverage.

This lay-off provision shall take effect on the first day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of one (1) month.

**ARTICLE 39 – UNIFOR BENEFITS TRUST (UBT)**

**39.01 Unifor Benefits Trust (UBT)**

Contact B.G. Benefits for available coverage inquiries.

Bilsland Griffith Benefit Administrators  
T: 1-844-552-4477  
Email: [ubt@bgbenefitsadmin.com](mailto:ubt@bgbenefitsadmin.com)

**39.02 Remittance**

- (a) The Company shall remit the required contributions under this Article to the Administrator appointed by Unifor Benefits Trust (UBT) by the tenth (10<sup>th</sup>) day of the month for which such contributions are due.
- (b) The Company shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (c) For employees who become laid off, the Company shall remit contributions required to maintain the Extended Health Care Benefit, if applicable, and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on

the first day of the month following the month in which the employee was laid off and shall continue during the lay-off for a maximum period of one (1) month.

### **39.03 Costs**

- (a) The Company shall contribute towards the cost of the Health and Welfare Plan two hundred and fifty (\$250.00) dollars per member/per month effective July 1, 2018, and two hundred and sixty (\$260.00) dollars per member/per month effective July 1, 2019, and two hundred and seventy (\$270.00) dollars per member/per month effective July 1, 2020.
- (b) Premium reductions available through EI shall revert to the Company.
- (c) Should it be necessary to increase other amounts, the employees shall be responsible for covering increase in cost.

## **ARTICLE 40 - PENSION (REFER TO APPENDIX A)**

### **40.01 Pension Plan Improvements (2001)**

A summary of the Pension Plan benefits are below:

1. The minimum 1,800 hour requirement for determining credited years for service prior to 1987 will be amended such that actual credited hours of less than (1,800) will be recognized for purposes of calculating credited years on a pro-rata basis, but only for employees who were full-time/part-time employees when such hours were worked, and only to the extent that such hours have not previously been credited under this or any other pension plan sponsored by the company or its predecessor.
2. The percentages that will apply in the benefit formula will increase from 1% to 1.3% for service up to December 31, 1989, and the formula for service after December 31, 1989 will increase from 1.25% to 1.4% for earnings up to the YMPE and will increase from 1.5% to 1.8% for earnings above the YMPE.

The parties agree that active Pension Plan members retiring from active employment with the Company will be eligible for an unreduced pension on reaching any of the following milestones:

- Age 60 with 10 years pensionable service
- Age plus pensionable service reaching 85 points
- 30 years of pensionable service regardless of age

Those active members who have reached age 55 with 10 years of pensionable service, and are retiring from active employment with the Company, will have their pension reduced by 1/4 of 1% short of age 64 per month.

Those active members who do not meet the above conditions but have reached age 55, and are retiring from active employment with the Company, will have a pension reduction of 1/2 % per month short of age 65.

3. The Plan will provide that under the 60% Optional Spousal pension, the initial amount of pension payable to the members shall be determined by apply a 5% reduction in the initial pension. The plan will be amended to state that a spouse is a person of the opposite or same sex.
4. The accrual of pension credits will be expanded such that Membership and Pensionable Service will continue to be credited:
  - while on any disability plan where the Company is required to make any financial contribution or pay premiums, i.e. Short Term Disability, Long Term Disability, Workers' Compensation, CPP Disability Benefits; and
  - for approved Union Leave;

Except that this provision will only apply for periods of Disability or Union Leave that commences after the effective date of ratification of this agreement.

5. The parties agree to make a one-off increase to current pensioners equal to the cumulative increase of fifty (50 %) percent of the CPI since 1992 or date of retirement if later.

#### **ARTICLE 41 - ARTICLE HEADINGS**

##### **41.01 References**

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

#### **ARTICLE 42 - NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES**

##### **42.01 Definition**

In the event that the Company establishes new branch or satellite operations within the Province of British Columbia, employees from the bargaining unit will be given first opportunity to apply for any bargaining unit job opportunities thus created at the time of start-up operations, and will be considered on the basis of their qualifications and ability to perform the job, and their seniority.



#### **42.02 Transfers**

It is agreed by both parties that any qualified employee who indicates a desire to transfer and is transferred will be subject to the overall conditions governing wages, hours of work, and working conditions then established and in existence for such new branch or satellite operation(s). Relocation expenses resulting from any such transfer will be borne by the employee.

#### **42.03 Closures**

In the event that the Company closes any branch or satellite operation the parties shall immediately meet and discuss the situation. The employees concerned shall be permitted to return to their previous location with the seniority date they held at that previous location.

Matters concerning employees affected by the closure shall be the subject of these discussions.

#### **42.04 New Branches**

Branches are to open with only part-time or full-time positions. If the Company cannot open new branches economically with part-time or full-time employees they may open with casual employees but as soon as part-time or full-time work becomes available, the positions must be posted and first opportunity given to present employees in the bargaining unit to fill those positions.

### **ARTICLE 43 - RETROACTIVITY**

#### **43.01 Definition**

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

### **ARTICLE 44 - INTERPRETATIONS**

#### **44.01 Definition**

The sub-contracting provisions of the Collective Agreement are deemed to be reflected by Articles 1.02, 1.03, 13.01, 13.02 and 27.03.

### **ARTICLE 45 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (E.F.A.P.)**

#### **45.01 Employee and Family Assistance Plan**

The Company will provide all employees with access to the national Employee and Family Assistance Plan (E.F.A.P.).

## ARTICLE 46 - ALL OFF PROCEDURE

### 46.01 Implementation

Any future "all off" crews will only be implemented with the consensus agreement of a special OH&S Committee formed for this express purpose. The Committee will be comprised of two members from management and two members selected by the Union from the work force.

### 46.02 Safety Consideration

The Committee will act in good faith to implement "all off" crews where practical, taking into consideration all applicable OH&S standards, and the prime importance of the safety of the crews.

### 46.03 Assess

The Committee will assess the routes, route structures, equipment, and locations.

## ARTICLE 47 - WAGE RATES AND CLASSIFICATIONS

### 47.01

Classification	Feb.1/18	Feb.1/19	Feb.1/20
<b><u>Route Custodian</u></b>			
Start	\$26.60	\$27.26	\$27.94
Year 1	\$27.00	\$27.67	\$28.38
Year 2	\$27.42	\$28.10	\$28.80
Year 3	\$27.84	\$28.54	\$29.25
<b><u>Vault/Coin Room</u></b>			
Start	\$24.15	\$24.75	\$25.37
Year 1	\$24.58	\$25.19	\$25.82
Year 2	\$25.05	\$25.68	\$26.32
Year 3	\$25.54	\$26.18	\$26.84
<b><u>Armoured Driver</u></b>			
Start	\$23.13	\$23.71	\$24.31
Year 1	\$23.61	\$24.20	\$24.80
Year 2	\$24.04	\$24.64	\$25.25
Year 3	\$24.52	\$25.13	\$25.76
<b><u>Guard</u></b>			
Start	\$22.33	\$22.89	\$23.47
Year 1	\$22.80	\$23.37	\$23.95

<b>Year 2</b>	\$23.26	\$23.84	\$24.43
<b>Year 3</b>	\$23.72	\$24.31	\$24.92
<b><u>Op Ctr/Dispatcher/Equip</u></b>			
<b><u>Room</u></b>			
<b>Start</b>	\$21.26	\$21.79	\$22.33
<b>Year 1</b>	\$21.81	\$22.36	\$22.92
<b>Year 2</b>	\$22.17	\$22.73	\$23.29
<b>Year 3</b>	\$22.63	\$23.20	\$23.78
<b><u>Balance</u></b>			
<b>Start</b>	\$20.99	\$21.52	\$22.05
<b>Year 1</b>	\$21.45	\$21.99	\$22.54
<b>Year 2</b>	\$21.90	\$22.45	\$23.01
<b>Year 3</b>	\$22.39	\$22.95	\$23.52
<b><u>ABM</u></b>			
<b>Start</b>	\$19.73	\$20.22	\$20.73
<b>Year 1</b>	\$20.20	\$20.71	\$21.23
<b>Year 2</b>	\$20.66	\$21.18	\$21.71
<b>Year 3</b>	\$21.13	\$21.65	\$22.19
<b><u>Janitor</u></b>			
<b>Start</b>	\$19.63	\$20.12	\$20.62
<b>Year 1</b>	\$19.84	\$20.34	\$20.85
<b>Year 2</b>	\$20.55	\$21.07	\$21.59
<b>Year 3</b>	\$21.03	\$21.56	\$22.10
<b><u>Cash Cage</u></b>			
<b>Start</b>	\$17.92	\$18.46	\$19.01
<b>Year 1</b>	\$18.39	\$18.94	\$19.51
<b>Year 2</b>	\$18.85	\$19.41	\$20.00
<b>Year 3</b>	\$19.31	\$19.89	\$20.49
<b><u>Route Casual</u></b>	\$19.00	\$19.50	\$ 20.00
<b><u>Inplant Casual</u></b>	\$17.00	\$17.50	\$ 18.00

Note: Effective March 17, 2005 Vault/Vault Typist-Custodian/Coin Room Custodian/Machine Operator/Packer/Coin Room have been combined into one department – Vault/Coin Room.

**Note:** Leadhands and Trainers will be paid a premium of \$1.00 per hour over and above the highest rate in the department or unit they are training in as established in the agreement.

**Note:** Any employee that holds a valid Red Pass and a DA License shall be paid hours worked a maximum of fifty (0.50¢) cents premium. The premium is given only when utilizing the Red Pass or DA Licences.

**SIGNATURES**


Agreed to this 16th day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

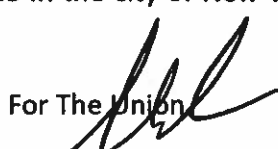
  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

  
\_\_\_\_\_  
William Mathewson  
Regional Vice President Western Canada

  
\_\_\_\_\_  
Keith Desnoyers  
Branch Manager

  
\_\_\_\_\_  
Noelle Masbanji  
Human Resources Manager

For The Union

  
\_\_\_\_\_  
Mark Misic  
Representative, Unifor Local 114,

  
\_\_\_\_\_  
Vincent D'Amato  
Unit Chair, Local 114,

  
\_\_\_\_\_  
Donna Langille  
Bargaining Committee, Local 114,

\_\_\_\_\_  
Norm Lehman  
Bargaining Committee, Local 114

  
\_\_\_\_\_  
Marty Russell  
Bargaining Committee, Local 114

  
\_\_\_\_\_  
Mark Cameron  
National Representative, Unifor

## **LETTER OF UNDERSTANDING #1**

**Between:**

**GardaWorld Cash Services Canada Corporation.  
2743 Skeena Street, Vancouver,  
British Columbia**

**And:**

**Unifor, Local 114**

### **Re: Expedited Arbitration**

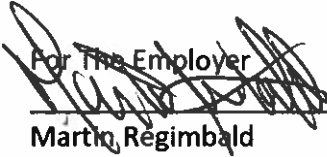
For the term of this Agreement, the parties agree to the following expedited arbitration procedure.

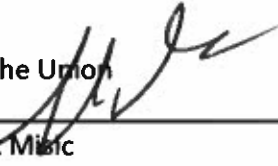
1. The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within twenty-one (21) days from request for a hearing.
3. The location of the hearings shall be agreed to by the parties.
4. Lawyers will not be used to represent either party, unless otherwise agreed.
5. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
6. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
  - a) A brief of pertinent documents will be jointly presented to the arbitrator.
  - b) To the extent that authorities are permitted, they shall be presented in a joint brief.
  - c) If possible, a statement of agreed to facts will be jointly presented to the arbitrator.
  - d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
  - e) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

- f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
  - g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
  - h) Arguments will be presented only to the point in issue.
7. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
  8. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator and forwarded to the parties within ten (10) working days of the hearing.
  9. All decisions are limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
  10. The parties shall equally share the fees and expenses of the arbitrator.
  11. The arbitrator shall have the power and authority to conclusively settle the dispute and the arbitrator's decision shall be binding on both parties. The arbitrator shall not have the power to change, alter, modify or amend any provisions of the collective agreement.

*Signing page for LOU # 1*

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

  
\_\_\_\_\_  
Martin Regimbald  
Vice President, Human Resources

For The Union   
\_\_\_\_\_  
Mark Matic  
Representative, Unifor, Local 114,



**LETTER OF UNDERSTANDING #2**

Between:

GardaWorld Cash Services Canada Corporation.  
2743 Skeena Street, Vancouver,  
British Columbia

And:

Unifor, Local 114

**Re: In-plant Pool**

For the term of this agreement both parties agree to implement the following procedure and make changes as necessary:

There will be an in-plant pool to be used for all units within the department as per Article 1.05 and any other provisions pertaining to part-time work within the agreement.

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Mistic  
Representative, Unifor, Local 114,

**LETTER OF UNDERSTANDING #3**

Between:

GardaWorld Cash Services Canada Corporation.  
2743 Skeena Street, Vancouver,  
British Columbia

And:

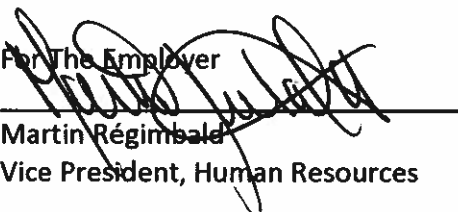
Unifor, Local 114

**Re: New Facilities or Renovations**

Whenever the Company plans to construct new facilities or to substantially renovate existing facilities the Union will be consulted at the conceptual phase through finalization of design process to provide input on behalf of the union membership.

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Misic  
Representative, Unifor, Local 114,

**LETTER OF UNDERSTANDING #4**

Between:

GardaWorld Cash Services Canada Corporation.  
2743 Skeena Street, Vancouver, BC

And:

Unifor, Local 114

**Re: Family Adjustment For Cash Cage**

The Company and the Union recognize the strains on family life for employees working the graveyard shift in the Cash Cage and therefore agree that those employees shall be paid a family adjustment of thirty (\$0.30) cents per hour for all hours, paid over and above their classified rate. This amount shall be rolled into their hourly rate for all purposes of the collective agreement effective September 19, 2001 forward.

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Regimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Misic  
Representative, Unifor, Local 114,

**LETTER OF UNDERSTANDING #5**

Between:

GardaWorld Cash Services Canada Corporation  
2743 Skeena Street, Vancouver, BC

And:

Unifor, Local 114

**Re: Bank Time Process**

Both parties are in agreement that when banking time, the process is that monies are credited into the bank at the current rate of pay for the time worked, but will be paid as hours at the current rate of pay at the time of withdrawal.

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Mistic  
Representative, Unifor, Local 114,

## **LETTER OF UNDERSTANDING #6**

Between:

GardaWorld Cash Services Canada Corporation  
2743 Skeena Street, Vancouver, BC

And:

Unifor, Local 114

### **Re: Pension Plan**

The parties agree as of June 30, 2018, to close the defined benefit plan to new hires and as of July 1, 2018, start a new targeted benefit plan.

1. The Employer shall sign the form of Employer Participation Agreement required by the Trustees of the Pulp and Paper industry Pension Plan and take any further action required to become a participating Employer in the Diversified division as the single Employer in a Segregated Cost Group in accordance with the terms of the Pulp and Paper Industry Pension Trust Agreement and maintain that status for the duration of this Agreement.
2. The Employer and the employees shall pay contributions at the times required by the Trustees as follows:
  - a) The Employer shall pay Employer contributions to the Plan of five (5%) percent of each employee's earnings for their hours paid as defined in the Plan provisions applying to the Employer.
  - b) The Employer shall deduct from compensation otherwise payable to each employee and remit to the Plan employee contributions of four (4%) percent of each employee's earnings for their hours paid as defined in Plan provisions applicable to the Employer.

*Signing page for LOU #6*


Agreed to this 16th day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

  
\_\_\_\_\_  
William Mathewson  
Regional Vice President Western Canada

  
\_\_\_\_\_  
Keith Desnoyers  
Branch Manager

  
\_\_\_\_\_  
Noelle Masbanji  
Human Resources Manager

For The Union

  
\_\_\_\_\_  
Mark Misic  
Representative, Unifor, Local 114,

  
\_\_\_\_\_  
Vincent D'Amato  
Unit Chair, Local 114,

  
\_\_\_\_\_  
Donna Langille  
Bargaining Committee, Local 114,

\_\_\_\_\_  
Norm Lehman  
Bargaining Committee, Local 114

  
\_\_\_\_\_  
Marty Russell  
Bargaining Committee, Local 114

  
\_\_\_\_\_  
Mark Cameron  
National Representative, Unifor

**LETTER OF UNDERSTANDING #7**

Between:

GardaWorld Cash Services Canada Corporation  
2743 Skeena Street, Vancouver, BC

And:

Unifor, Local 114

**Re: Time & Attendance**

Both parties agree to implement in the three months following ratification a time and attendance program to minimize book offs and clarify attendance expectations. Both parties will meet together to customize some of the best practices in the industry to be sure we have a valuable, sustainable, easy to manage program.

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Misic  
Representative, Unifor, Local 114,

**LETTER OF UNDERSTANDING #8**

Between:

GardaWorld Cash Services Canada Corporation  
2743 Skeena Street, Vancouver, BC

And:

Unifor, Local 114

**Re: Admin Clerk**

The parties agree to remove note from CA but protect the person in the position until her departure August 21, 2018

Agreed to this 16<sup>th</sup> day in the month of June, 2018 in the city of New Westminster, in the province of British Columbia.

For The Employer

  
\_\_\_\_\_  
Martin Régimbald  
Vice President, Human Resources

For The Union

  
\_\_\_\_\_  
Mark Mistic  
Representative, Unifor, Local 114,



## **APPENDIX A**

### **SUMMARY OF GARDAWORLD CASH SERVICES CANADA CORPORATION**

#### **DEFINED BENEFIT (DB) PENSION PLAN - PLAN B HOURLY EMPLOYEES**

This Defined Benefit (DB) Pension Plan, which is wholly paid for by the Company, is designed to make a 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 Plan Administrator at 150 Ferrand Drive, Suite 600, Toronto, ON.

#### **1. Eligibility**

All employees of a collective bargaining group 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 continuous service.
- b) other employees join at the later of:
  - (i) 24 months of continuous service; or
  - (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.

#### **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 1,800 or more employment hours, with pro-rate credit being given for the year of entry. For service after 1986, credited service is calculated as one (1) year for each calendar year in which you were credited with 2000 or more employment hours, with pro-rated credit being given for the year of entry.

**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 65<sup>th</sup> birthday, otherwise, your normal retirement date would be the first day of the month next following your 65<sup>th</sup> 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 5/9 of 1%) for each full month (6.7% per annum) that your early retirement date precedes your normal retirement date. With Company consent, this reduction may 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, with Company consent, 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 5/9 of 1%) reduction per month below age 65 will be reduced to 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 ages:

**Percentage of Normal Retirement Benefit**

Age	Early Retirement Unrestricted	With Company Pension Committee Consent	
		If age 60 With 15 Years	If age 55 with 10 Years
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 retirement date, you will receive an annual retirement benefit, payable monthly, equal to;

For credited service prior to January 1, 1990:

1% percent of your Final Average Salary up to the Final Average YMPE,

Plus

1.5% of your Final Average Salary in excess of the Final Average YMPE

For credited service after January 1, 1990:

1.25% of your Final Average Salary up to the Final Average YMPE,

Plus

1.5% of your Final Average Salary in excess of the Final Average YMPE

"Final Average Salary" means the average of your earnings in the five consecutive calendar years of highest earnings during the last 10 calendar years preceding your date of termination of employment or your date of transfer to another pension plan with the Company. If you have less than 5 complete calendar years of service your Final Average Salary will be determined based on your full period of plan membership.

The "Final 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. If the Final Average YMPE is greater than your Final Average Salary then the Final Average YMPE will be deemed equal to your Final Average Salary.

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.

Retirement Benefit Example 1: The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning 36,000 with 30 years of Credited Service, assuming that these figures do not change until retirement:

Hire Date	January 1, 1981
Joined Plan Date	January 1, 1983
Birth Date	January 1, 1948
Normal Retirement Date	January 1, 2013
Credited Service	7 years to December 31, 1989
23 years after January 1, 1990	
30 years in total	
Final Average Salary	\$36,000
Final Average YMPE	\$47,360

**Benefit Calculation:**

<i>January 1, 1983 to December 31, 1989</i>	
$(\$36,000 \times .01) \times 7$	= \$2,520.00 per year
<i>January 1, 1990 to December 31, 2012</i>	
$(\$36,000 \times .0125) \times 23$	= <u>\$10,350.00</u>
<b><u>per year</u></b>	
Total Annual Pension Benefit	\$12,870.00 per year
	\$ 1,072.50 per month

In this example, the pension at normal retirement for this employee would be \$1,072.50 per month.

Retirement Benefit Example 2: The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning

\$36,000 with 15 years of Credited Service, assuming that these figures do not change until retirement:

Hire Date	January 1, 1996
Joined Plan Date	January 1, 1998
Birth Date	January 1, 1948
Normal Retirement Date	January 1, 2013
Credited Service	15 years
Final Average Salary	\$36,000
Final Average YMPE	\$47,360

**Benefit Calculation:**

*January 1, 1998 to December 31, 2012*

$$(\$36,000 \times .0125) \times 15 = \$6,750.00$$

per year

\$ 562.50 per month

In this example, the pension at normal retirement for this employee would be 562.50 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 \$986.67 and Old Age Security currently pays a maximum of \$540.12 per month (January 1, 2012 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 their 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 their 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 terminate employment after July 1, 2011, you will be immediately entitled to a pension at age 65.

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.

If the value of your pension is less than 20% of the YMPE in the year of termination it will be paid out in cash.

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. 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. Total Disability**

If you become totally and permanently disabled prior to your normal retirement date, you will continue to accrue credited service while you are receiving benefits from a disability plan provided by the Company. When such disability benefits cease, you will be deemed to be terminated and your pension entitlements, if any, will be determined at that time.

**10. Death Before Retirement**

In the event of your death before retirement, your spouse or beneficiary will receive a lump sum equal to the commuted value of your pension earned up to the date of death.

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.

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 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.

**11. 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.

**12. Administration of Plan**

The Company is responsible for the administration of the Plan.

**13. 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. Each year, 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. Each year, 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.

**14. Claims or Questions**

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

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