

COLLECTIVE AGREEMENT

Between:

GARDAWORLD



**GARDA CASH SERVICES CANADA
CORPORATION
NANAIMO & COMOX**

And:



UNIFOR
Local114 | Canada

February 1, 2021 to January 31, 2025

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THIS AGREEMENT entered into this 1st day of February, 2021.

**BETWEEN:
GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD
NANAIMO, BRITISH COLUMBIA, V9T 2H3
AND:
UNIFOR LOCAL 114**

PREAMBLE

WHEREAS it is the desire of the Union and the Employer to enter into an Agreement governing the wages, hours of work, and working conditions of the employees of the Employer in the classifications listed in Article 46 of this Agreement, and to prevent strikes, lockouts and other work stoppages during the term of the Agreement.

ARTICLE 1 - BARGAINING AGENCY AND DEFINITIONS

1.01 BARGAINING AGENCY

The Employer 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, and excludes management and/or supervisory employees exercising management functions, sales, and the dispatcher.

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 not previously established classification or wage rate covering the work performed, the Union and the Employer shall immediately negotiate a classification and wage rate.

Failing agreement by the Parties, the matter shall be referred to an Arbitrator 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 are regularly scheduled for and guaranteed forty (40) hours of work per week.

1.05 REGULAR PART-TIME EMPLOYEES

Are those part-time employees who are not regularly scheduled for or guaranteed forty (40) hours per week but are available to work for the Employer at all times

and make the Employer their principal place of employment, and who regularly work thirty-two (32) hours or more per week, exclusive of filling in for W.C.B., sickness, vacation, and absenteeism for no more than a three (3) month period.

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 thirty-two (32) hours per week. The senior dedicated casual employee shall be guaranteed but not limited to forty (40) hours of available weekly work if available. The second senior casual employee will be guaranteed the remaining hours if available.
- (b) Declared Casual Employees: are those employees who are not regularly scheduled for or guaranteed thirty-two (32) hours a week but are regularly available to work for the Employer at all times and have signed a declaration to that affect.
- (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.

1.07 PROBATIONARY EMPLOYEES

Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred and fifty (150) days from the date of hiring by the Employer.

During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period, and may be subject to the Grievance Procedure.

1.08 PROBATIONARY PERIOD

The probationary period is defined as the initial one hundred and fifty (150) days of employment from the first scheduled shift worked or five hundred and twenty (520) hours of work, whichever is greater, employment period of a new employee which provides for on-the-job training, adaptation, and the performance of the responsibilities established within any job classification.

It provides the employee with a practical work experience exposure to the Company, its operations, and the job responsibilities to which the employee is assigned.

It also provides the Employer with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which they were employed.

1.09 SECURITY OF EMPLOYEES

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 Employer's business.

1.10 LOCATION

Shall mean a place of business of the Employer.

1.11 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."

1.12 WORKING DAYS

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

1.13 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.

In any type of leave of absence, it is the responsibility of the employees to inform the Company of any suspension to their driver's license, PAL, or BC security worker's license. The cost and fees associated with renewing the BC security worker's license shall be borne by the Employer.

1.14 ALTERNATE EMPLOYMENT

Employees may accept other employment as long as it is not with a competitor, not in violation of other Articles of this Agreement, and as long as it does not affect their performance in fulfilling their job with the Company.

Full and Part Time employees must make this job their primary place of employment and be cognizant of hours of work regulations affecting this job when working for other employers.

1.15 NOTIFICATION

In any type of leave of absence, it is the responsibility of the employee(s) to inform the Company of any suspension to their driver's license, PAL or BC Security Worker's license. The cost and fees associated with renewing the BC Security Worker's license shall be borne by the Employer.

ARTICLE 2 - DURATION OF AGREEMENT

2.01 DURATION OF THE AGREEMENT

This Agreement shall be for the period from and including February 1st, 2021 to and including January 31st, 2025. Either party to this Agreement within four (4)

months immediately preceding January 31st, 2025 give to the other party written notice to commence collective bargaining.

2.02 STRIKES / LOCKOUTS

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

2.03 INTEREST OF THE INDUSTRY

The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interest of the Armoured Car Industry and of the Employer at all times while this Collective Agreement is in force.

ARTICLE 3 - UNION SECURITY

3.01 RIGHT OF HIRE

The Union recognizes the right of the Employer to hire whomever they choose, subject to the seniority provisions contained herein. The Employer shall however, give the Union equal opportunity to refer suitable applicants for employment, provided the Employer shall not be obligated to hire such.

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 Employer.

3.03 CEASE OF GOOD STANDING

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

3.04 NEW HIRES

The Employer agrees that when they hire new employees, the Employer 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 Employer shall provide copies of same.

3.05 UNION TIME WITH NEW HIRES

The Union will be allowed up to thirty (30) minutes on Company paid time to spend with new hires in a private location to orient them to the Union during the induction training.

3.06 PAID BARGAINING TIME

The Company agrees to cover the benefit costs and all regularly scheduled straight time for up to two (2) Union Bargaining Committee members 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 Company 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 any 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 PAID EDUCATION LEAVE

The Company agrees to pay into the Unifor Leadership Training Fund, three cents (.03¢) effective February 1, 2012 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
115 Gordon Baker Road
Toronto, ON M2H 0A8

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.

ARTICLE 4 - DEDUCTION OF DUES, ETC.

4.01 DEDUCTION OF DUES

The Employer 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 Employer 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 Employer.

4.04 LIST OF NAMES

The Employer 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 Employer within five (5) working days of date of termination, and address changes for any current employee.

ARTICLE 5 - UNION ACTIVITIES OF EMPLOYEES

5.01 UNION TIME OFF

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

The Union agrees to give management three (3) days 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.

5.04 FULL TIME UNION OFFICER

When an employee covered hereunder is either elected or appointed to a full-time job with the Union they shall be granted a leave of absence for a maximum period of one (1) year.

Such employee shall not be entitled to any of the provisions of this Agreement but shall accumulate seniority during such leave of absence.

ARTICLE 6 - SHOP STEWARDS

6.01 SELECTION AND ACTIVITIES

Shop Stewards shall be selected by the Union and shall be GardaWorld 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 assignment.

6.02 AUTHORITY

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

6.03 NUMBER

The Employer 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 three (3) Shop Stewards at the Nanaimo Branch, and one (1) for the Comox Branch, excluding elected positions.

6.04 NOTICE

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

6.05 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, and shall be paid for two (2) hours straight time rate, 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 Employer discharges any Shop Stewards, the Union will be advised prior to such discharge.

ARTICLE 7 - UNION NOTICES

7.01 ACCESSIBLE SPACE

The Employer agrees to provide a Union bulletin board that is readily accessible for the official Union notices of direct interest to the employees. Copies of same will be given to the Employer.

The following items must be posted on said Notice Board:

- a) Copy of this Agreement.
- b) Seniority lists to be revised every six (6) months and a copy to be sent to the Union.
- c) All notices other than the Agreement and the seniority lists shall be removed from the Union Notice Board after a reasonable period of time, not to exceed thirty (30) calendar days.
- d) The current location will be the only location that the Union notices will be posted.

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 Nanaimo/Comox branch.

ARTICLE 8 - LEAVES OF ABSENCE

8.01 INJURIES OR DISABILITIES

- a) When an employee suffers an injury, whether on the job or not, 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 in writing such employee can return to work, provided the Employer reserves the right to require the employee to be examined prior to the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer. Such absence will not exceed eighteen (18) months except by mutual consent of the Parties.

8.02 MEDICAL LEAVE

- a) When an employee suffers an injury or illness which requires their absence they shall report the fact to the Employer (as soon in advance as possible and 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 Employer 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 Employer as to their availability to return to work with as much advance notice as possible

for scheduling purposes and with a minimum of twenty-four (24) hours' notice in advance of their availability.

8.03 BEREAVEMENT 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 and same sex partner), parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, parents-in-law, grandparents and grandchildren, grandchildren of spouse, and any relative who lives with the employee as a member of the employee's immediate family (under definition of immediate family).

- 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 Employer 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 Employer by endorsing of jury duty cheque and/or witness fees to the Employer.

- b) Regular part-time employees that are required to serve on a jury or any work-related court proceedings, where subpoenaed as a witness they shall be paid the difference between the jury fees and their scheduled hours of work for each week they are required to serve on the jury, provided they are available to work for the Employer during said period when they are not required to serve on the jury.
- 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 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 Employer.

Once a leave of absence has been approved any early return to work requested by the employee will be authorized solely at the discretion of the Company. The Company will advise the Union in this instance.

- 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 ninety (90) days.

Employees must take all of their vacations, lieu, and banked time before being granted a leave of absence. The employee may be required to remit payment for benefits should the employee be on a leave period where no earnings are made during the calendar month.

- c) The Company agrees to extend military leave for up to two (2) years, one (1) employee at a time, to serve in Canada's Armed Forces in support of National or UN emergency service.

8.06 LEAVE OF ABSENCE - PERMITS

Any employee who requires a driver's license, PAL, or ATC for the performance of their duties who has their driving license, PAL, or ATC, is suspended or revoked by Government agency or proper authority shall be given the opportunity to perform alternate work for which they are qualified.

The Union and the Employer will meet to discuss the movement to such alternate work but no new work will be created and no other employee will be laid off to accommodate this employee.

If no such alternate work is available, the employee shall be given a leave of absence without pay until their permits have been restored.

Subject to:

- a) the incident resulting in the suspension of a license must be non-job related nor an indictable offence.
- b) the suspension must be a first (1st) offence.

The suspension will remain part of the employee's record for two (2) years.

Should an employee lose these permits on a second occasion they may be terminated from employment subject to the grievance procedure.

8.07 UNACCEPTABLE LEAVES

- a) Leave of absence may not be granted for an employee to seek work with another Company.

- b) In any instance where an employee accepts other employment without the consent of the Employer when on leave of absence or vacation for any reason their employment may be terminated, subject to proper proof of same.

ARTICLE 9 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

9.01 PREGNANCY, PARENTAL AND ADOPTION LEAVE

- a) A paid leave of absence will be granted to the partner (common law and same sex) 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.

ARTICLE 10 - UNIFORMS & WORK CLOTHES

10.01 UNIFORMS

The Employer shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the Employer.

All uniform items, including shirts, shall be replaced on a one for one exchange basis only when deemed appropriate by management. The Employer shall direct the appropriate code of uniform dress.

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 Employer representative must be accompanied by a Union Officer.

10.03 REPLACEMENT OR RETURN

Items of the uniform equipment shall be replaced as needed and shall remain the property of the Employer. Items of uniform equipment must be returned to the Employer 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. This vest shall be worn over the uniform. The replacement policy is as follows:

- a) A fitted bullet resistant vest will be replaced when expired as per the manufacturer's expiry date. The Company will supply the eligible route employee with a new fitted vest.
- b) Eligible route employees currently in possession of a bullet resistant vest will be issued with a replacement vest once the vest is expired.
 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.
- c) 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.
- d) The vest supplied will meet the internationally defined standard for a Level II bullet resistant vest and will include a nylon exterior carrier.

10.05 SHOE AND BOOT ALLOWANCE

The Company agrees to reimburse each employee up to one hundred and twenty-five dollars (\$125.00) over the contract term for Company approved footwear, beginning, to offset the purchase and/or maintenance (repair) of footwear.

The footwear shall be black and CSA approved but need not be steel toed. The employee must submit proof of purchase as a prerequisite for reimbursement on the next regular payday.

ARTICLE 11 - CONFLICTING AGREEMENTS

11.01 CONFLICTING TERMS

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

11.02 NEW WAGE RATE

The Employer 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 RIGHT TO REFUSE TO CROSS A LEGAL PICKET LINE

The Employer shall not require any union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any products or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

12.02 ASSISTANCE TO BE RENDERED

The Employer 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.

12.03 UNION DUES AND HEALTH AND WELFARE TRUST MONIES

All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

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, such 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 Employer sublets service to an individual customer or customers to another company when it becomes impractical for the Employer 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 Employer 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 Employer executes the contract of sale, lease, or transfer.

13.04 CONTRACTUAL EMPLOYMENT

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

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 DEFINITION AND TIME LIMITS

- a) Any complaint, disagreement or difference of opinion between the Employer 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 Employer may present a grievance.

Any grievance which is not presented in writing within ten (10) working 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:

Step 1

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

The Employer shall take up their grievance with the employee involved who shall have the right to be accompanied by their Shop Steward.

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

Step 2

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

- b. The responding party shall respond in writing within ten (10) working days from the time the Parties meet to discuss the matter, failing which the grievance may proceed to Arbitration.

Step 3

- a. 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.
- b. It is understood the authorized agent of the Union is the President of the Local Union or designate; and the authorized agent of the Employer 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 or online 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 Employer 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 Employer pursuant to this clause and provided that the Arbitrator, if circumstances are established before it, which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the right to order the Employer 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 Employer and the Union shall be submitted to this grievance procedure and there shall be no strike, work stoppage or other interruption of the Employer'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 Employer the reasons for discharge and the Employer 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 (1) 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 reoccurrence of the same offence during that year. This Article will not conflict with the employee's rule book.

14.08 NOTICE OF SUSPENSION

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

One-day suspension - 1 year

Two-day suspension - 2 years

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 Employer agrees that if any grievance proceeds to arbitration and the Arbitrator finds in favour of the Union or any employee, then the Employer 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 RECORD

Employees will be able to view their employee record twice (2x) a year, by appointment, during business hours.

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 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 means of direct deposit into a bank account of the employee's choice.

15.02 STATEMENT

The Employer shall provide every employee covered by this Agreement on each pay day with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee.

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

15.03 ERRORS

When there is an error of a short payment or any other type of error over one hundred dollars (\$100.00) this shall be corrected as soon as possible.

15.04 UNION DUES ON T - 4 SLIP

The Employer shall record on each employee's T - 4 slip the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 16 - ANNUAL VACATIONS

16.01 VACATION TIMES AND NUMBER

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

No employee will be by-passed without notice in writing from the Employer. It is incumbent upon each employee to utilize all vacation entitlement within the calendar year. No vacation hours will be carried over to the next year.

Vacation shall be taken in weekly increments of at least one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacation entitlement shall be in one (1) period or split in increments of no less than one (1) week in accordance with other provisions of this Agreement.

Employees may only take two (2) weeks vacation throughout the period of second (2nd) Monday in June to September 15th.

If any weeks are available after all the selections have gone down the seniority list, then the process will begin again from the top.

In as much as the Employer will recognize the vacation period(s) selected by the employee(s), the Employer reserves the right to amend vacation schedules to a time mutually agreed upon by the employee and the Employer in order to ensure continuous operating capability and efficiency.

- c) 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.
- d) In the event an employee shall fail to select their vacation on or before December 15th, the Employer reserves the right to assign such employee's vacation period.

- e) Vacation taken during the period of second (2nd) week in June to the second (2nd) week in September inclusive will be limited to two (2) weeks for any employee during this period but may be taken in conjunction with the immediately preceding week(s) in May or the immediately following week(s) in September.
- f) The Employer is not bound to permit more than the number of employees who may be off on vacation during each week of the year to exceed the following:
 - January 1st to second Monday in December
 - two (2) route employees
 - one (1) in-plant employee
 - Second Monday in December to December 31st
 - one (1) employee

16.02 VACATION ENTITLEMENT

a) Service

Requirement Years	Entitlement	Hours of Pay	Percentage 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%
Fifteen (15) years	Five (5) weeks	200 hours	10%
Twenty-two (22) years	Six (6) weeks	240 hours	12%

- b) Regular full-time and regular part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation, or at the percentage entitlement applied to their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- c) The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once (1x) per year on the last vacation request of the year.

16.03 CALCULATION

For the purposes of determining an anniversary year of employment for vacation purposes, the following shall apply for all employees hired after August 1, 2008;

- a) All existing employees hired as FT or PT prior to the date of this Agreement and all employees subsequently hired as FT or PT in the period from January 1st to June 30th shall be deemed to have commenced employment,

for vacation purposes only, on December 31st of the calendar year prior to the initial calendar year of FT or PT employment.

- b) All employees hired as FT or PT in the period July 1st to December 31st and each year after shall be deemed to have commenced employment, for vacation purposes only, on December 31st of their initial year of FT or PT employment.
- c) Employee's working in their 1st anniversary year may be entitled to take one (1) week's vacation after completing six (6) months of their first (1st) vacation year. This one (1) week vacation must be approved by the branch manager and will be deducted from the following year's vacation entitlement. Thereafter, employees will be permitted to take their vacation after they have earned the vacation.

16.04 VACATION PAY

Regular full-time and regular part-time employees who shall have worked less than twelve hundred and fifty (1,250) hours in their last anniversary year, will be paid the appropriate percentage of their gross pay; that is four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), based on their length of service earned during their last completed anniversary years. Vacation time off shall be taken on a pro rata basis.

Vacation pay may be given prior to an employee leaving on vacation. To ensure that the vacation pay is available, it is mandatory that the employee requests in writing their 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.

16.05 CASUAL LEAVING

In the event that an employee leaves the employ of the Employer 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 Employer.

16.06 FULL-TIME/PART-TIME LEAVING

In the event of a regular full-time or regular part-time employee leaving the employ of the Employer after they had their vacation they earned for the previous anniversary year, they shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of their pay for the anniversary year in which they end their employment for which no vacation has been paid.

16.07 STATEMENT

Prior to an employee going on their vacation, upon request in writing with sufficient notice, the Employer 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 a percentage or 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 Federal Labour Code and shall receive their vacation pay each pay period.

An employee's regular part-time and regular full-time seniority date shall apply for any vacation entitlements over and above the minimum requirements of the Federal Labour Code.

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 as Holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Truth and Reconciliation 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 accord with the provisions outlined in the Canadian Employment Standards.

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 one and one-

half (1½) 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 where some or all of the hours fall on the General Holiday, shall, in addition to their regular holiday credit, receive pay in accordance with the following:

- a) One and one-half (1½ x) for all hours of the shift worked where fifty percent (50%) or more of the regularly scheduled shift hours fall on the designated holiday, or
- b) Straight time (1x) for all hours of the shift worked where less than fifty percent (50%) of the regularly scheduled shift hours fall on the designated holiday.

Employees who work a shift on their designated General Holiday shall, in addition to their regular holiday credit, receive one and one-half times (1½ x) the regular hourly wage applicable to the classification to which they are assigned for such work designation holiday.

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.

If no mutually agreed upon date, the scheduled day off will be taken adjacent to the holiday.

- 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 Article 20.11.

The employee must notify the Employer 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.

- c) Employees can bank up to three (3) General Holiday days within a fiscal year which can be carried over until the end of the next fiscal year. Any unused banked time will be paid out to employees at the end of each Company fiscal year.

The bank may not exceed three (3) days at any time.

17.06 ABSENTEE

Regular full-time employees absent from work by reason of accident or illness not in excess of one hundred and twenty (120) days shall receive pay for General Holidays as designated herein; however, the combination of holiday pay, sick pay,

Workers' Compensation, and/or Weekly Indemnity 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 with pay as set out herein.

17.08 STATUTORY HOLIDAY QUALIFICATION TO WORK

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 at the employee's expense 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 Employer shall be paid in full for all monies owing by the Employer as soon as is practicable, and in any event not more than six (6) calendar days.

18.02 PAYMENT DUE TO QUITTING

If an employee quits the employ of their own accord, the Employer 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 Employer shall give a Record of Employment (ROE) 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 SENIORITY LISTS

Three (3) separate Seniority Lists will be maintained by the Employer at each location covered by this Agreement:

- a) Route Personnel (ABM/AC), Vault;
- b) In-plant;
- c) Declared Casuals (for promotion purpose if qualified).

Comox will have its own separate Seniority Lists.

19.02 TRANSFER

- a) Any employee transferred from one (1) Seniority List to another Seniority List shall maintain their overall employee's seniority provided that any employee who transfers from one (1) Seniority List to another, whether it be

- a Seniority List at a location or Seniority Lists between different locations, shall be at the bottom of the list for all functions that affect employees on that list.
- b) Regular part-time employees from either list may fill in on either list without affecting their seniority.
 - c) Employees posting into the Vault and Coin Room position will remain in that position for a minimum of one (1) year and may opt to leave that position to coincide with subsequent spring signups.
 - d) One (1) month's notice of the intent to leave the Vault position prior to the sign up is required. In-plant personnel at the discretion of the Employer may provide vault relief in the event of an emergency.
 - e) At the spring sign up the Employer shall post the Vault and Coin Room positions. At the spring sign up the Employer shall post a Vault and Coin Room Relief position.

The successful applicant to the Vault and Coin Room Relief position shall be obligated, within reason, to provide all relief and overload work in the Vault and Coin Room and such obligations shall be clearly stated upon the posting.

19.03 POSTING OF SENIORITY LISTS

The Employer 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 1.02.

19.04 CASUAL RIGHTS

If a full-time or part-time position becomes available, and the most senior declared casual applies for the position, they will be given priority over other casuals providing they are qualified.

Seniority will commence from date of part-time or full-time status. Casuals will be permitted to work in all departments providing this work does not interfere with the work they were originally hired for.

If the casuals work in another department, they will only become part-time or full-time if they are regularly scheduled exclusive of absenteeism, including W.C.B., sickness, vacation, leaves of absence, etc. in one department. Casuals will be paid the rate of pay for the Casual Classification for which they are working.

Declared Casuals who do not have full-time employment elsewhere and who wish to make GardaWorld their primary place of employment will be assigned work on a Declared Casual List (on a weekly basis).

Otherwise, Declared Casual employees shall enjoy no seniority rights under this Agreement.

Casual employees must submit an availability form no later than Wednesday of each week for shift availability for the following week. Casual employees can submit the form in person or by email to the scheduling section manager.

Casual employees are required to make themselves available for a minimum of four (4) shifts per month.

Once agreed to an assigned shift the casual employee shall be committed to working that shift.

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 two (2) seniority lists shall receive thirty (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 or outside 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 Employer 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.

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 Employer 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.

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

This clause will also apply to Declared Casuals being promoted to part-time status.

19.09 LOSS OF SENIORITY

An employee shall lose seniority in any of the following events:

- 1) is discharged for cause;
- 2) voluntarily leaves the employ of the Employer;
- 3) fails to report to work after a layoff, within five (5) days after being notified by registered mail;
- 4) fails to report to work at the expiration of a leave of absence except for a bona fide emergency;
- 5) is absent from work for three (3) days without notifying the Employer; except for a bona fide emergency;
- 6) is promoted and remains outside of the bargaining unit longer than ninety (90) days;
- 7) has been on layoff for a period of twelve (12) months or longer.

ARTICLE 20 - DAYS AND HOURS OF WORK AND OVERTIME

20.01 DAYS AND HOURS

- a) Regular full-time employees shall be guaranteed forty (40) hours of work in five (5) or less consecutive days, Sunday through Saturday, 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 must sign the weekly overtime list stating the days and hours they are available to work by Friday of each week to be eligible to receive overtime shifts for the next week.

Once the schedule for the week is posted the overtime sign-up will be taken down and any additions must be made by requesting to sign up directly with a manager. If no one is available then the least senior will be called.

- d) Employees are required to complete all work assigned to them at the beginning and throughout their shift and shall be required to work whatever time is necessary to complete this assignment.

Exceptions may only be made for emergencies or personal commitments when management has been advised in advance, preferably at the start of the shift.

20.02 OVERTIME ASSIGNMENTS

Overtime work for employees, if available, shall be offered in order of seniority and qualifications. Should an insufficient number of employees accept such overtime, the Employer reserves the right to assign the junior qualified employee(s), including Declared Casuals.

Employees refusing to sign to work for which they have signed up without a valid reason will be excluded from future overtime call in shifts for the next one (1) week period.

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 Employer reserves the right to assign the junior qualified regular employee(s).

20.04 PART-TIME & CASUAL GUARANTEE

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

Regular 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 run shall receive the bid hours established for that regular full-time employee.

20.06 OVERTIME GUARANTEE

Regular full-time and regular part-time employees who shall be required to perform work on their scheduled day off shall be guaranteed therefore, four (4) hours of work or the equivalent thereof in pay at one and one-half (1½) 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 Employer's premises, shall be guaranteed three (3) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1½) 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 (1) minute units based on one-sixtieth (1/60th) 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 (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, they shall be paid at one and one-half (1½) times their regular hourly wage rate until such eight (8) hour period is over.

20.11 OVERTIME CALCULATION & OVERTIME BANK

a) Overtime Calculation

The regular hourly wage rates shall apply to the first forty (40) hours of work performed in any week or the first eight (8) hours of work in any day.

All hours worked in excess of forty (40) weekly shall be paid for at the rate of one and one-half (1½ x) 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 (1½ x) times the basic straight time hourly rate provided, however, work performed after eleven (11) consecutive and/or accumulated hours of work 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) Overtime Bank

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.

Once the bank is full (i.e. 40 hours) future overtime will be paid out as per normal overtime.

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.

Banked overtime will be calculated as part of the vacation allotment provisions of Article 16.01 (b). i.e. should the maximum allotment for holidays during a specific time be full, the individual with "banked overtime"

could not convert this time off during this period except by mutual agreement.

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. 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.

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.

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 DAYS AND HOURS

- a) Weekly schedule of work for regular part-time truck employees will be posted on Thursday of the preceding week. (i.e. ten days before the schedule takes effect)
- b) A daily schedule of work for regular full-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.

- c) If runs work more than eleven (11) consecutive hours over a two-week period, then the run will be adjusted, and until such time as the run is adjusted, two (2) times the basic hourly rate will be paid after ten (10) consecutive hours.
- d) of 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. (i.e. ten (10) days before the schedule takes effect)

20.14 VACANT SHIFT SYSTEM

- a) Should a shift become available after the weekly/daily schedule has been completed, it will be offered in the following order:

- i. Casuals may be used to fill the vacant shift providing they have the qualifications and shall not, as a result of filling that vacancy, incur daily overtime or exceed forty (40) hours by the end of that pay period.
 - ii. If no casuals can be utilized, then the vacant shift will be offered in order of seniority to employees who have signed the overtime list in the department where the vacancy exists.
- b) 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-two (32) 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.
- c) 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.

20.15 TEN HOUR SHIFTS

- a) During the period of this Agreement, management may, if opportune or justified, introduce a trial of four (4) ten (10) hour days on any in-town run. The swapping procedure will apply if any employee already on the run opposes the ten (10) hour day.

The Employer shall, wherever practical, establish a weekly schedule of four (4) ten (10) hour shifts for in-plant personnel. In such instances, compensation will be on the basis of ten (10) hours per day at the straight time rate.
- 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 double time (2x) for any work performed in excess of ten (10) hours.
- c) Regular part-time and regular full-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) Regular part-time and regular full-time employees who relieve regular employees on any ten (10) hour shift for less than a full weekly period shall be paid straight time rate for the first ten (10) hours of work performed in any work day and double time (2x) for any work performed in excess of ten (10) hours in any work day.

The Employee shall also be paid time and one-half (1½x) 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.

20.16 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 36.02 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 Article 20.16 (c) an employee may opt to drop into the pool, their resulting position will then be filled by the pool in order of seniority.

20.17 CONTINUOUS OVERTIME

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

the signed employee(s) affected by the change and any signed employee junior to them.

20.18 EMPLOYEES WITH 33 HOURS

Regular part-time and casual employees with thirty-three (33) hours of work in a five (5) day period, shall not be compelled to work a sixth (6th) day unless the employee agrees to work.

20.19 ALTERNATIVE WORK WEEK

If scheduling permits, management has the option to implement shifts of three (3) days at thirteen (13) hours straight time or three (3) days at twelve (12) hours straight time, subject to the terms and conditions as per Federal Legislation. Overtime would be calculated and paid after the completion of the modified work day.

The Company may utilize combinations of shifts after the initial block is set up as an option to further create as many FT and PT shifts as possible as laid out in Article 36.01.

ARTICLE 21 - LUNCH AND REST PERIODS

21.01 LUNCH AND REST PERIODS

Employees shall be allowed a minimum of one-half (½) hour off to eat lunch on a shift, which involves a lunch period as determined by the Company.

Such time will be considered time worked only when an employee is required to remain on an armoured vehicle during their lunch period or is required to remain on the Employer's premises during their lunch period.

When the work schedule is completed within eight (8) hours or ten (10) hours, payment to employees shall be limited to eight (8) or ten (10) hours at straight time.

For truck employees, the custodian shall receive the paid lunch unless they advised management otherwise by the end of the shift. This paid lunch provision does not apply to All Off Crews.

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 prior to and, at times when the making of such stops will interfere with the Employer'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 MEAL MONEY

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.

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

Supper money will be included on the employee's regular pay cheque as a taxable benefit.

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 arrangements.

If the worker is unable to return to their original job, then the Company and the 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.

22.05 WCB RULES

All employees while on Workers' Compensation Benefits must complete all requirements contained in injury reporting package and subsequent follow-up activity.

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 Employer during the term of this Agreement.

ARTICLE 24 - UNION ACCESS

24.01 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 25 - SANITARY FACILITIES

25.01 DEFINITION

The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water, and proper hand cleanser, and towels in sufficient quantity with toilet facilities.

Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.

25.02 LOCKERS

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

25.03 PREMISES

The entire premises shall be adequately heated and ventilated.

ARTICLE 26 - HEALTH, SAFETY AND ENVIRONMENT

26.01 COMPANY DUTIES

The Company shall ensure that the health and safety at work of every person employed by the Company is protected in compliance with the Canada Labour Code Part II.

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".

26.02 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 *Canada Labour Code Part II*, 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 two (2) members chosen by the Union. At no time shall the number of Company members be allowed to outnumber the amount of Union members.

- b) Two co-chairpersons shall be selected from and by the members of the Committee. One (1) 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 will respond to the Committee as outlined in the Canada Labour Code Part II.

- 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 - Days and Hours of Work and Overtime of this Agreement.

This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

26.03 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) The Company will follow the internal resolution system found in the Canada Labour Code Part II to respond to and resolve issues raised by the Committee, however, it does not remove the right to refuse.

26.04 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 or a 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.

26.05 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 foetus, 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) The Company will follow their internal disciplinary procedures for any employee who misuses or abuses their right to refuse dangerous work.

26.06 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 (1) week] and the Unifor Environment Course [one (1) week]. These courses will be taught at the Unifor Family Education Centre in Port Elgin.

26.07 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.

26.08 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.

26.09 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.

26.10 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.

26.11 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.

26.12 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 ergonomics issues.

26.13 EMPLOYMENT OF DISABLED WORKERS

Suitable, sustainable modified work will be offered to disabled employees where possible according to the following process:

If 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 where possible.

If reduced hours of work are in the best interest of the employee, the Employer shall accommodate the reduced hours of work modification with a return to work agreement with 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.

If a modified job classification is in the best interests of the employee, the Company shall accommodate the change to the job classification with a return to work agreement with the employee.

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.

If the following language does not reflect case law and/or the Canadian Human Rights Code, the Parties shall reconvene together to resolve outstanding issues.

26.14 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.

26.15 SAFETY OF TWO PERSON ALL OFF CREWS

The OH&S Committee will act in good faith by consensus to continue to implement "two person all-off" crews taking into consideration all applicable OH&S standards and the prime importance of the safety of the crews.

The OH&S Committee will assess the routes, route structures, equipment, and locations. All new hires must be fully trained by a Union member of the OH&S Committee on all applicable safety procedures relating to "two person all-off" equipment and routes prior to commencing any work on these routes or vehicles.

ARTICLE 27 - HUMAN RIGHTS AND HARASSMENT

27.01 HARASSMENT DEFINED

The Company and the 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 to 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 BC Human Rights Code and the Canadian Human Rights Act. Harassment also means any demeaning and abusive behaviour 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 room 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 responsibility, 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.

27.02 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 at least quarterly or more frequently as required.

27.03 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 management and the Union.

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

27.04 RESOLUTION

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

At the conclusion of this step if unresolved, the complaint 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 Federal Human Rights Commission and to seek redress under the Canadian Human Rights Act.

27.05 TRAINING

Union Representatives who have not yet been trained will attend the three (3) day harassment training developed by 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 and reserve the right to send some members of the management team to attend the course.

In addition, the Unifor four-day anti-harassment training program will be delivered to all employees during the course of the Collective Agreement as quickly as it can reasonably be scheduled. The time spent in training shall be considered as time worked for all purposes of the Collective Agreement. The Company will provide harassment training to all employees.

27.06 CODE OF CONDUCT

Employees will comply with the Company Code of Conduct to ensure that all persons are treated with respect, dignity, and with courtesy in the workplace at all times.

Offensive language, gestures or jokes will not be tolerated. Shouting, aggressive behaviour, bullying or a rude manner towards our customers, visitors, employees, and managers will not be tolerated and are subject to disciplinary action.

ARTICLE 28 - MANAGEMENT RIGHTS

28.01 DEFINITION

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

- a) The right to hire, transfer, promote, demote, classify, layoff, suspend, discharge for cause or otherwise discipline employees.
- b) The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.

- c) The right to utilize and/or hire part-time or casual employees during peak work periods, emergencies or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time/part-time employees.
- d) The right to reduce overtime hours wherever and whenever possible.
- e) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- f) It is agreed that a breach of security is subject to discipline.

28.02 MODIFYING

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

28.03 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 29 - REGULATIONS AND RULES BOOKLET

29.01 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 GardaWorld dated December 2004, 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.

29.02 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 30 - TRANSPORTATION

30.01 PERSONAL VEHICLE

No employee shall use their personal vehicle on Employer business except when approved for travel between branches.

ARTICLE 31 - MEDICAL EXAMINATION

31.01 MODIFIED WORK PROGRAM

- a) Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations.
- b) A medical exam can be required by the Employer for those employees who are on short term absences. The Company will pay the cost of any doctor's note and the employee shall not lose pay.
- c) When a medical examination is required by the Employer, the following conditions shall apply:
 - i. If an employee takes a medical examination during normal working hours, they shall be paid for the time involved and thus not lose any pay as a result of taking a medical examination.
 - ii. In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under 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 or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.
 - iii. If the medical examination is required by the Employer 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.

31.02 DUTY TO ACCOMMODATE

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

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

- d) The remuneration of the independent medical examiner shall be borne equally by the Employer and the Union.
- e) Should the consultant deem the employee to be capable of carrying out assigned duties, then the employee shall not suffer any loss of earnings caused by having been removed from or temporarily suspended from their regularly assigned duties.

31.03 DOCTOR'S NOTES

If the Employer requires an employee to get a doctor's note, the Employer will pay for the cost of such note if the cost is not covered by a medical plan.

ARTICLE 32 - TRUCK MAINTENANCE

32.01 VEHICLE SAFETY

The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition, or equipped with the safety appliances, or stickers, or passed the required inspections prescribed by law.

It shall not be a violation of this Agreement where employees refuse to operate such equipment, provided such refusal is justified.

32.02 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.

32.03 SEAT BELTS AND STEPS

All trucks owned or leased by the Employer 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 operated by the Company are only to be operated when wearing safety belts.

32.04 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 Handbook, such as proper first-aid kits, fire extinguishers, and crowbars.

32.05 MINOR MAINTENANCE

A pre-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, 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 interior of their vehicles. Employees assigned vehicle washing duties, when not otherwise employed, shall be responsible for cleaning both the inside and the exterior of the vehicles.

32.06 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 Employer and shall be made in multiple copies, one copy to be retained by the employee.

The crew shall leave the vehicle in a clean and orderly condition, and empty trash at the end of each and every shift.

32.07 LOAD LIMITS

The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or at any scales and is fined, the Employer shall pay such fines.

ARTICLE 33 - TRAFFIC TICKETS

33.01 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 Employer, the Employer shall be responsible for the payment of such citation.

Traffic tickets or citations to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered the Employer shall not be responsible for the payment thereof. Out of town drivers must submit tickets within a reasonable time after return to point of origin.

33.02 RESPONSIBILITY

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

Any driver's license suspensions must be reported to management prior to the start of the employee's next regularly scheduled shift.

ARTICLE 34 - TOOLS

34.01 RANGE TIME

- a) The Company will provide to interested employees the opportunity to participate in voluntary range practice under the direct control of a Company trained and approved Range Safety Officer (RSO), or GardaWorld Instructor, three times (3x) a year for two (2) hours a session for a maximum of six (6) hours at straight time.
- b) The Company, through the National Training Unit (NTU), will establish the firearms and use of force proficiency standards as required by the Chief Firearms Officer (CFO) to obtain and maintain an Authorization to Carry (ATC). This proficiency standard must be continually met on an annual basis [every three hundred and sixty-five (365) days] by employees required to satisfy armed job requirements.
- c) Street ammunition shall be replaced with new ammunition as required, or no later than every five (5) years for all route employees.

34.02 PROPERTY OF EMPLOYER

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

Employees shall be responsible for the routine daily maintenance, proper care, handling, and safekeeping of such equipment.

34.03 PROPERTY OF CUSTOMERS

Employees are to respect customer property at all times.

Wilful destruction or negligence that results in damage to customer's property will result in discipline to the appropriate individuals.

Employees are to respect the sensitive nature of the information that they may come into contact with and are not permitted to enter areas of customer premises that should be considered off limits (offices, cabinets, lockers etc.) without proper authorization.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 DEFINITION

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

35.02 RECOGNITION BY PARTIES

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

In recognition of the Company's crew manning initiative to improve productivity, the Union recognizes the Company's right to organize the workplace and will not promote resistance to its implementation.

35.03 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 35.01 above, and the matter shall immediately become a topic of discussion between the Company and the Union, and particularly with regard to:

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

35.04 SEVERANCE

Full-time and part-time employees with one (1) year or more of service whose employment is terminated as a result of technological change shall receive termination pay of one (1) weeks' pay for each year of service with the Employer to a maximum of nine (9) 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.

If the Nanaimo (or Comox) Branch closes or employees are terminated as a result of transfer of work, the employee(s) affected shall be entitled to severance pay, or notice in lieu of, in accordance with Clause 35.04 above.

35.05 TRAINING

The Parties agree that wherever possible training (including re-qualification training for firearms) would be scheduled during working hours, but in the eventuality that training cannot be accommodated within the normal working week up to forty (40) hours per year per employee, if scheduled outside working hours, will be payable at straight time.

In the event the scheduled re-qualification falls during an employees' vacation, the Company will arrange to have the employee qualify at an alternate date.

If those arrangements require the employee to travel to another geographic area, the Company agrees to cover the travel, and accommodation costs, and wages of the employee for the time spent in traveling for the purpose of re-qualifying.

The Company will provide training to upgrade employees to meet Government gun training regulations. If an employee is unable to pass the required regulations, a three (3) month unpaid leave of absence will be granted.

In the event the Employer proposes the introduction of equipment in its' operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment, provided the employee qualifies with the requirements.

Training required by the Employer shall be paid for by the Employer.

The Company will pay the costs of all Justice Institute Training required for all existing employees, inclusive of lost time, to attend the training.

35.06 POSSESSION ACQUISITION LICENSE - AUTHORIZATION TO CARRY - PAL/ATC

The Company will provide to all current employees, training to obtain a Possession Acquisition License - Authorization to Carry - PAL/ATC as well as payment for the respective tests and renewal fees.

Employees will make themselves available on their own time for the FL 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 36 - SIGN-UP AND VACANCIES

36.01 WORK ASSIGNMENTS

Prior to March 1st and September 1st 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 route will be available to employees upon request.

Once per year prior to February 1st 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 the Collective Agreement. During the in-plant sign up, employees may only choose work assignments within their department (Vault & Coin Room/Cash Cage)

ROUTE AUDIT COMMITTEE (RAC)

Twice annually in February and August for commencement in March and September, 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 March and September 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 their designate, applicable supervisor, one (1) Union Steward from Victoria and one (1) Union Steward from Nanaimo/Comox or a Union Representative.

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

All hours of work for the sign up must be utilized by the Company in a way to create FT and PT positions to employees based on seniority.

All available hours must be utilized with an emphasis on creating as many FT positions as possible.

Remaining hours will then be used to create as many PT positions as possible. Any hours left at the end of this process may be then covered by the Company with casual employees.

The purpose of this sign up process is to allow for the distribution of FT and PT positions to employees based on seniority.

This process allows for the Company to see where the greatest amount of work is located and allows the employee to view all available positions and choose where they would like to work and FT or PT status based on seniority.

All Route employees shall participate in the respective sign-ups.

- a) On or about February 1st and August 1st of each year, the Employer will post a list of all runs for the regular work week showing the run number, the various work assignments which will be required on the run, the general

area served, the crew complement, and the classification of employees on those crews.

- b) The sign-up shall be in effect for six (6) month periods to be implemented in March and September of each year as practicable.
- c) Regular employees shall, in order of seniority, be entitled to select the position of their choice on the run of their choice for the sign-up period.
 - i. The Employer will set up blocks of runs, which will show the days of work and days off for the scheduled work week, Sunday to Saturday.
 - ii. Whenever and wherever possible, the Employer shall establish full-time runs.
- d) Once an employee has been assigned to a run they will be required to remain on that run for a period of six (6) months subject to other provisions of the Collective Agreement.
- e) The Employer 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.
- f) All vault posted positions are for a period of not less than one (1) year and employees who are accepted into a vault position are excluded from the sign-up for the period of their employment in the vault.

Employees who re-sign into the vault after one (1) years' service will be allowed to sign out of the vault on the subsequent scheduled spring sign up.

36.02 INTERIM SIGN-UP (MINI-PICK)

- 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 day(s) off or day 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 runs.
- c) All affected employees will be eligible to participate in the interim sign-up.
 - i. The Company will give two (2) weeks' notice of an interim sign-up, except in an emergency, then one (1) weeks' notice or less may be given.
 - ii. The sign-up is to be completed in one (1) 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. Runs will be posted for five (5) calendar days in advance, or such shorter periods 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) calendar days, or such period as may be agreed, the interim sign-up will end and unsigned employees will be subject to Article 28 - Management Rights.

36.03 VACANCIES

Filling Vacancies

The Parties agree to the following method of filling vacancies of a short-term nature but not to include vacancies due to vacation.

Both Parties agree that the method of filling vacancies anticipated to be of two (2) weeks' duration or longer (i.e. WCB, STD/LTD or Leave of Absence) will be filled by conducting a mini-pick of employees eligible to bid for the vacancy, in order of their seniority, subject to the employee having the necessary qualifications and ability.

Filling Vacancies Due to Vacation

The method of back filling employees on vacation will be:

- From within the existing crew, if the position is filled from the crew, a casual employee will fill the remaining position;
- From the casual list, if the employee has the necessary qualifications and ability;
- By posting a memo identifying the vacancy and requesting qualified employees to apply;
- If the position is not filled from these options, Management reserves the right to move the junior qualified employee into the vacancy and back filling that vacancy by the steps identified above.

This option will only be used in the most extraordinary of circumstances.

A resolution meeting between the Union and the Company will be held.

36.04 ADDED RUNS

In the event a new run should be established so that a full week of work is available, the terms and conditions of interim sign-up shall apply.

36.05 HOLIDAYS

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

36.06 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.

36.07 EMERGENCIES

When it is necessary to fill a vacancy immediately the Company will have the right to assign a casual employee or if necessary, by removing an employee from their bid or scheduled route to fill that vacancy. Emergencies are defined in Article 1.11.

ARTICLE 37 - JOB POSTING

37.01 VACANCY

In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the bulletin board notifying employees that such a vacancy exists.

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

Employees may leave applications with the Employer for positions that they have an interest in. These applications will remain on file for one (1) year unless removed by the employee.

37.02 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 meet the qualifications necessary for the higher classification.

37.03 QUALIFICATIONS

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

37.04 DEMOTION

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

37.05 POSTING OF VACANCY

- a) Job vacancies at all locations certified by the bargaining agent 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, then a subsequent posting will be made at all locations certified by the bargaining agent.

37.06 POSTING ON BULLETIN BOARD

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

ARTICLE 38 - SICK LEAVE BENEFITS

38.01 CALCULATION AND PAYMENT

Regular full-time and regular part-time employees shall be entitled to forty-eight (48) hours sick leave per year.

38.02 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, accident, or family responsibility leave up, to the amount accumulated in their sick leave bank in accordance with Articles 38.05 and 38.06.

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 Bereavement Leave.

38.03 SICK LEAVE

For the purpose of this Article 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.

38.04 PAY RULES

Sick leave benefits shall apply only to bona fide cases of sickness and accidents of an employee on their scheduled work days. Reasonable proof of illness including a doctor's certificate may be required by the Employer.

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.

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.

38.05 CONSECUTIVE DAYS

The sick leave provision is only to be used for sick days [maximum three (3) consecutive days at any one time]. The sick leave provision may not be used to supplement any other form of time loss payment.

38.06 SICK LEAVE PAYOUT

All unused sick time shall be paid out in the month of December at one hundred percent (100%) of employee's current rate of pay.

ARTICLE 39 - MEDICAL SERVICES PLAN OF B.C.

39.01 MSP

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 for a maximum period of one (1) month.

ARTICLE 40 - UNIFOR BENEFITS TRUST (UBT)

40.01 UNIFOR BENEFITS TRUST (UBT)

Contact B.G. Benefits Insurance for available coverage inquiries.

Bilsland Griffith Benefit Administrators

T: 1-844-552-4477

Email: ubt@bgbenefitsadmin.com

40.02 REMITTANCE

- a) The Company shall remit the required contributions under this Article to the Administrator appointed by Unifor Benefits Trust (UBT) by the tenth (10th) 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) work 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.

40.03 COSTS

- a) The Company shall contribute to the cost of the Health and Welfare Plan at the rate of three hundred and twenty-five dollars (\$325.00) per month per employee. This rate will be increased to three hundred and thirty-five (\$335.00) dollars per member/per month effective July 1 2024.
- 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 the increase in cost.

ARTICLE 41 - PENSION

41.01 PENSION

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

Upon joining the Plan, pension benefits will be fully vested. All regular employees will be deemed members of the Company Pension Plan.

It is agreed that the Company and the Union will have further meetings to discuss options of changing the existing Company Pension Plan.

The Pension Plan is attached as Appendix "A".

41.02 VOLUNTARY EMPLOYEE RRSP CONTRIBUTIONS

- a) The Company agrees to participate in a Voluntary Group RRSP to the extent of collecting payroll contributions made by employees. The employees will provide the Company with authorization to make deductions from their payroll by way of completing RRSP enrolment form.

The Company will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Plan Administrator. The Company will make the payroll deductions from the member's gross, pre-tax pay.

- b) The Company shall forward all contributions to the Financial Institution as determined by the Company within twenty (20) days of the end of the work month.
- c) The Company agrees to provide any and all information required for the administration of the Pension Plan including but not limited to all monthly contributions for members to be submitted with current address, postal code, and Social Insurance Number (SIN); addresses to be updated as well as marital status, terminations or resignations to be clearly identified.

ARTICLE 42 - ARTICLE HEADINGS

42.01 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 43 - NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES

43.01 DEFINITION

In the event that the Employer 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.

43.02 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.

43.03 CLOSURES

In the event that the Employer 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.

All matters concerning employees affected by the closure shall become the subject of these discussions.

- a) Casual employees from one branch may be used in other branches operated by the Company on Vancouver Island when there is no other regular employee at the affected branch who wishes to perform the work at regular time or overtime rates. Casuals will be offered a chance to fill the vacancy, however, will not be compelled to fill the vacancy and this also applies to declared casuals.
- b) The employees from Nanaimo or Comox will be provided with a company vehicle to travel to and from Victoria and will be paid a minimum of three (3) hours round trip (or applicable actual travel time if greater) at straight time rates for travel in addition to the hours worked on their shift.
- c) An employee required to use their own car for transportation will be reimbursed with the Company's designated rate per kilometre.
- d) If required to stay away from their home branch overnight the employee will be paid for their hours worked at the applicable rate plus twenty-four dollars (\$24.00) per day for meals and the Company will pay for lodging.

43.04 MUTUAL ASSISTANCE

- a) Casual or part time employees from one branch may be used in other branches operated by the Company on Vancouver Island when there is no other regular employees at the affected branch who wishes to perform the work at regular time or overtime rates. Casuals or part timers will be offered

the chance to fill the vacancy, however, will not be compelled to fill the vacancy and this also applies to declared casuals.

b) Nanaimo/Comox

- i) The employees from Nanaimo or Comox will be provided with a company vehicle to travel to and from Victoria and will be paid a minimum of three (3) hours round trip (or applicable actual travel time if greater) at straight time rates for travel in addition to the hours worked on their shift.

Total time worked including travel time may not exceed applicable hours of work and applicable hours free from work regulations for drivers.

- ii) The employees from Nanaimo or Comox will be provided with a company vehicle to travel to and from Nanaimo and/or Comox and will be paid a minimum of two (2) hours round trip (or applicable actual travel time if greater) at straight time rates for travel in addition to the hours worked on their shift.

Total time worked including travel time may not exceed applicable hours of work and applicable hours free from work regulations for drivers.

- c) An employee required to use their own car for transportation will be reimbursed with the Company's designated rate per kilometer. Employees will only use their vehicle provided their vehicle insurance is sufficient to cover such usage.
- d) If required to stay away from their home branch overnight the employee will be paid for their hours worked at the applicable rate plus thirty-five dollars (\$35) per day for meals and the Company will pay for lodging.

ARTICLE 44 - RETROACTIVITY

44.01 DEFINITION

All wage rates of the renewed Collective Agreement are retroactive to ~~February 1, 2018~~ except for route casuals and in plant casuals.

ARTICLE 45 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

45.01 DEFINITION

The Company will provide an EFAP to all Employees.

ARTICLE 46 - WAGE RATES AND CLASSIFICATIONS

46.01 CLASSIFICATIONS AND RATES OF PAY

Classification	Feb. 1/2021	Feb. 1/2022	Feb. 1/2023	Feb. 1/2024
Percentage	2.25%	3% + \$0.20	3% + \$ 0.30	3% + \$ 0.30
Custodian	\$26.17	\$27.16	\$28.28	\$29.43
Driver	\$24.45	\$25.38	\$26.44	\$27.53
Guard	\$22.21	\$23.08	\$24.07	\$25.09
Vault	\$26.09	\$27.07	\$28.18	\$29.33
Cash Cage/Turret	\$20.79	\$21.61	\$22.56	\$23.54
Route Casuals	\$20.45	\$21.26	\$22.20	\$23.17
In-plant Casuals	\$17.38	\$18.10	\$18.94	\$19.81

46.02 PREMIUMS LEAD HANDS

All Lead Hands will be paid one dollar (\$1.00) above the applicable classification rate.

46.03 ABM PAGER/DISPATCH RESPONSE

Comox Location: Regular days (1600 - 2300) guaranteed fifty dollars (\$50.00) with the option of working off the fifty dollars (\$50.00) by calls as follows:

Comox Valley \$15.00 per call;

Campbell River/Buckley Bay \$20.00 per call;

Tech calls constitute a call after each hour \$15.00 per hour.

Notes: The Oyster River Bridge is considered the border line for Campbell River calls.

If in Campbell River area and another call comes in or you have two (2) or more calls in Campbell River at the same time, then the first call is at twenty dollars (\$20.00) and the remaining calls are at the fifteen-dollar (\$15.00) rate.

Night transfers and any non-pager work to be paid at the rate of twenty dollars (\$20.00) per detail and added on to the \$50/\$100. This twenty dollars (\$20.00) is added on to the guaranteed \$50/\$100 or greater amount, not to be worked off.

If the calls exceed the guaranteed \$50/\$100, then the greater amount will be paid.

Pager pay on General Holidays between fifteen hundred (1,500) hours and twenty-three hundred (2,300) hours one hundred-dollar (\$100.00) guarantee: Campbell River/Buckley Bay twenty dollars (\$20.00); Night Transfer twenty dollars (\$20.00); Comox Valley fifteen dollars (\$15.00).

46.04 TWO PERSON ALL-OFF CREW RATES

Two Person All-Off crew members shall both be paid the Custodian wage rate as both employees are required to perform all duties for the crew. It is the crew members responsibility to stay current with both assignments, and whenever possible the senior member of the crew will decide which position to work for that shift.

46.05 SHIFT DIFFERENTIAL

Effective February 1, 2022, for all shifts commencing between the hours of 17:59 and 01:59, a shift differential at the rate of \$0.30 per hour worked will be paid over and above the job classification rate. Effective February 1, 2023, the shift differential will be increase at the rate of \$0.60 per hour worked.

Shift Differential shall not be used to calculate overtime or vacation pay.


SIGNING PAGE

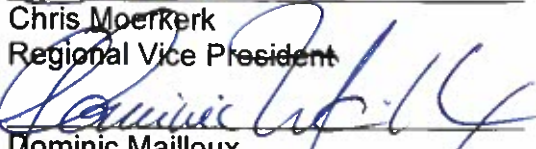
Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer


For the Union



Chris Moerkkerk
Regional Vice President


Mark Mistic
Representative Local 114


Dominic Mailloux,
Senior Director Human Resources


James Nisbet
Local 114 Bargaining Committee


Bianka Thaler
Human Resources Manger


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #1

BETWEEN:

**GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3**

AND:

UNIFOR LOCAL 114

RE: ABM EMERGENCY RESPONSE - CHRISTMAS DAY

It is agreed and understood that the Company will pay one hundred and fifty dollars (\$150.00) pager rate and fifty dollars (\$50) per call for Christmas day only at the Nanaimo and Comox locations.

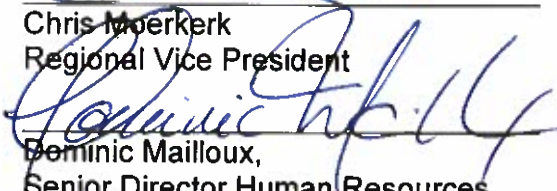
The Company will post a request for two (2) volunteers at each location who will be selected on a seniority basis. Should no employee volunteer the Company will assign the two (2) most junior qualified employees, including Declared Casuals, to fulfill the requirements.

This Letter of Understanding supersedes the Designated Holiday provision contained in the Collective Agreement for terms regarding calculation of Statutory Holiday pay for time worked on a designated holiday.

Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer


Chris Moerkerk
Regional Vice President


Dominic Mailloux,
Senior Director Human Resources


Bianka Thaler
Human Resources Manger

For the Union


Mark Mistic
Representative Local 114


James Nisbet
Local 114 Bargaining Committee


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #2

BETWEEN:

**GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3**

AND:

UNIFOR LOCAL 114

RE: EXPEDITED ARBITRATION

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

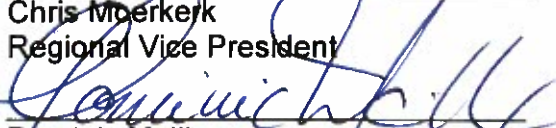
1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within twenty-one (21) days from request for a hearing.
3. The expedited arbitrator shall act as sole arbitrator.
4. The location of the hearings shall be agreed to by the Parties.
5. Lawyers will not be used to represent either party, unless otherwise agreed.
6. 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.
7. 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.


8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
9. 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.
10. The decision is limited in application to that particular dispute and is 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.
11. The Parties shall equally share the fees and expenses of the arbitrator.
12. The arbitrator shall have the power and authority to conclusively settle the dispute and the arbitrators' 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.

Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer


Chris Moerkerk
Regional Vice President


Dominic Mailloux,
Senior Director Human Resources


Bianka Thaler
Human Resources Manger

For the Union


Mark Mistic
Representative Local 114


James Nisbet
Local 114 Bargaining Committee


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #3

BETWEEN:

**GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3**

AND:

UNIFOR LOCAL 114

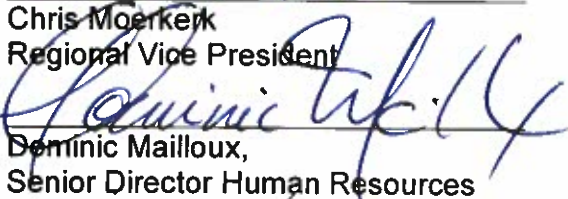
RE: INDEMNIFICATION OF THE COSTS OF LEGAL ACTIONS

In the event of any legal action involving an employee where the underlying reasons for the same come about as a direct or indirect result of the employee doing their job, the Company agrees to indemnify the employee against any legal costs or awards and will continue the employee's wages and benefits under the Collective Agreement as if the employee had been continuously performing their regular work duties.

Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer


Chris Moerkerk
Regional Vice President


Dominic Mailloux,
Senior Director Human Resources


Bianka Thaler
Human Resources Manger

For the Union


Mark Mistic
Representative Local 114


James Nisbet
Local 114 Bargaining Committee


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #4

BETWEEN:

**GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3**

AND:

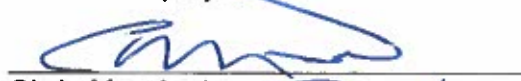
UNIFOR LOCAL 114


RE: CHANGES TO EMPLOYMENT REQUIREMENTS

If any legislative changes or changes to Company policies require new standards or occupational requirements to be met, the Company and the Union agree to meet to discuss the effects on any one or group of employees.

Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.


For the Employer


Chris Moerkkerk
Regional Vice President


Dominic Mailloux,
Senior Director Human Resources

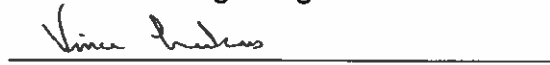

Bianca Thaler
Human Resources Manger

For the Union


Mark Mistic
Representative Local 114


James Nisbet
Local 114 Bargaining Committee


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #5

BETWEEN:
GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3
AND:
UNIFOR LOCAL 114

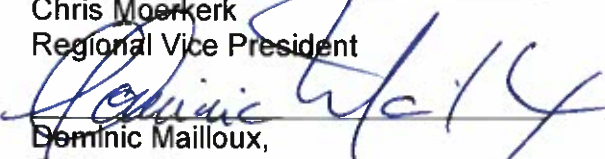
RE: BANK TIME PROCESS


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 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer


Chris Moerkkerk
Regional Vice President



Dominic Mailloux,
Senior Director Human Resources


Bianka Thaler
Human Resources Manger

For the Union


Mark Mistic
Representative Local 114


James Nisbet
Local 114 Bargaining Committee


David Noshkin
Local 114 Bargaining Committee


Vince Lukacs
National Representative, Unifor

LETTER OF UNDERSTANDING #6

BETWEEN:
GARDAWORLD CASH SERVICES CORPORATION
#301 - 4300 WELLINGTON ROAD,
NANAIMO, BRITISH COLUMBIA, V9T 2H3
AND:
UNIFOR LOCAL 114

RE: PENSION

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.

2022 Addendum:

After meaningful discussions during 2022 bargaining regarding the difficulties arising from joining the Pulp and Paper Industry Pension Plan, the Parties agree to explore the avenue of joining the Colleges of Applied Art and Technology (CAAT) Pension Plan in order to provide a suitable pension plan vehicle for the Impacted Employees.

The Parties agree to reconvene and complete a joint assessment within 90 days of ratification to confirm the suitability of this option.

It is understood that the level of contribution set in the 2018 letter for both the Employer and the Employees will remain the same.

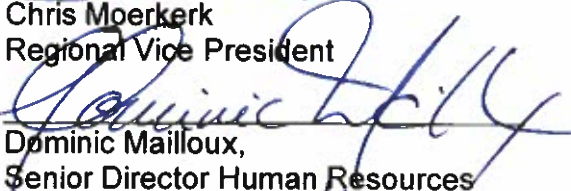
Signing page for LOU #6

Agreed to this 13th day in the month of March 2022 in the city of Burnaby, in the Province of British Columbia.

For the Employer



Chris Moerkerk
Regional Vice President



Dominic Mailloux,
Senior Director Human Resources

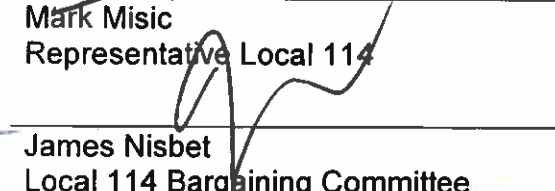


Bianka Thaler
Human Resources Manger

For the Union



Mark Mistic
Representative Local 114



James Nisbet
Local 114 Bargaining Committee



David Noshkin
Local 114 Bargaining Committee



Vince Lukacs
National Representative, Unifor

APPENDIX "A" - PENSION PLAN

The following is the Company's private pension plan, which is wholly paid for by the Company, and is designed to make a significant contribution to your personal retirement planning. It is intended to supplement your personal retirement savings, registered retirement savings plans, Canada Pension Plan, and Old Age Security benefits.

The following is a summary for general purposes only; for specific terms of the Plan reference should be made to the actual Plan itself.

1. Eligibility

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

- (a) Full-time employees join after twenty-four (24) months of service.
- (b) other employees join at the later of:
 - i) twenty-four (24) months of service; and
 - ii) the first day of the calendar year after the employee's earnings exceed thirty-five percent (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 the pension plan.

The Company contributes such amounts as are required to provide the benefits. The Company's contributions are less than those necessary to meet the requirements of the Pension Benefits Standard Act, 1985.

3. Credited Service

Service is credited while you are a member of the plan. For service prior to 1987, credited service is calculated as one (1) year for each calendar year in which you were credited with eighteen hundred (1,800) or more employment hours, with pro-rata credit being given for the year of entry. For service after 1986 service is credited based on your actual period of employment.

4. Normal Retirement

Normal retirement is age sixty-five (65), if you were born on the first day of the month, your normal retirement would be your sixty-fifth (65th) birthday; otherwise, your normal retirement date would be the first day of the month next following your sixty-fifth (65th) birthday.

5. Early Retirement

You may retire at or after age fifty-five (55), if you have completed two (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. This reduction will be waived on retirement with the Company's approval, where termination of employment takes place after age sixty (60), provided you have completed at least fifteen (15) years of credited service under the plan. Alternatively, if you do not have fifteen (15) years of credited service, but have at least ten (10) years, or if you terminate your employment before age sixty (60) [but after age fifty-five (55)], the 5/9 of 1% reduction per month below age sixty-five (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
Retirement with Company Consent

Early Retirement Age	Unrestricted	If Age 60 with 15 Years	If Age 55 with 10 Years
64	93.3%	100.0%	96%
63	86.7%	100.0%	92%
62	80.0%	100.0%	88%
61	73.3%	100.0%	84%
60	66.7%	100.0%	80%
59	60.0%	N/A	76%
58	53.3%	N/A	72%
57	46.7%	N/A	68%
56	40.0%	N/A	64%
55	33.3%	N/A	60%

6. Amount of Retirement Benefit

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

One percent (1%) of your Final Average Salary below the average YMPE plus

One- and one-half percent (1½%) of your Final Average Salary that exceeds the average YMPE, for each year of Credited Service.

The one percent (1%) rate in the above formula is increased to one and one quarter percent (1¼%) for each year of credited service after January 1, 1990. The "average YMPE" means the average of the Year's Maximum Pensionable Earnings under the Canada/Quebec Pension Plan for the same years used to calculate your Final Average Salary. "Final Average Salary" means the average of your earnings in the five consecutive calendar years of highest earnings during the ten (10) calendar years immediately preceding your retirement.

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

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

The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning \$36,000.00 in 1991 (when the YMPE is \$30,500), assuming that these figures do not change until their retirement.

Hire Date	January 1, 1980
Birth Date	January 1, 1940
Normal Retirement Date	January 1, 2005
Credited Service	10 years to 12.31.89
15 years after 1.1.90	
25 years in total	
Final Average Salary (FAS)	\$36,000
Average YMPE	\$30,500
1% of FAS below YMPE	1% of \$30,500 = \$305.00
1¼ % of FAS below YMPE	1¼% of \$30,500 = \$381.25
1½ % of FAS in excess of YMPE	1½% of \$5,500 = \$ 82.50
Benefit Calculations	= \$305.00 x 10 years
	+ \$381.25 x 15 years
	+ \$ 82.50 x 25 years
	= \$10,831.25 per year
	= \$ 902.60 per month

Therefore, the pension at normal retirement for this employee would be \$902.60 per month.

At age sixty-five (65), you will also receive benefits from the government sponsored retirement plans. The Canada/Quebec Pension Plan currently pay a maximum month pension of \$604.86 and Old Age Security currently pay a maximum of \$354.92 per month (January, 1991 benefit amounts).

Please note that certain minimum benefit may be payable from the Company plan if you participated in the former plan(s) prior to January, 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 one hundred and twenty (120) monthly payments will be made. In other words, if you should die before receiving one hundred and twenty (120) pension payments, your beneficiary will continue to

receive the monthly pension payments for the balance of the one hundred and twenty (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 sixty percent (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 have less than two (2) years of credited service, no benefits are payable; if you have two (2) or more years of credited service, you will be entitled to a pension at age sixty-five (65), based on your credited service.

If you are below age sixty-five (65) 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 Employer's pension plan, provided that plan is willing to accept such a transfer; or
- A "lock-in" RRSP ("locked-in" means that it cannot be cashed out and must be used to provide a lifetime pension); or
- To purchase an immediate or deferred lifetime annuity.

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

When the pension exceeds the above limit for cash settlements, but its value remains below another prescribed limit (currently \$3,050), the Company may require that you transfer the value of your pension to one of the arrangements described above, in full settlement of your rights under the Plan.

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

9. 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

Under certain conditions, benefits may become payable to your spouse if you die before retirement.

Death benefits are not payable if:

- (a) You are not vested, or
- (b) There is no surviving spouse at your death

Death benefits may become payable if:

- (a) You are vested, and
- (b) There is a surviving spouse at your death, as follows:
 - (i) If you die before age fifty-five (55), your spouse is entitled to the value of the pension you had earned to the time of death, for service after 1986.
 - (ii) If you die after age fifty-five (55), your spouse is entitled to the sixty percent (60%) survivor portion of the pension as described earlier, calculated as follows:
 - Based on your credited service after 1986 only,
 - Reduced for early retirement as if you had retired just before you died, and
 - Reduced for the sixty percent (60%) "optional" form of pension

For purposes of the above, you are "vested", if you have completed two (2) or more years of credited service.

Under the Federal pension legislation, a spouse means:

- (a) If there is no person described in paragraph (b), a person who is married to the member or former member or who is party to a void marriage with the member or former member, or
- (b) A person 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 plan is administered by a group of trustees comprising employees of the Company and independent persons who are Canadian Citizens.

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 pension plan. Starting in 1991 the Company will report a "pension adjustment" (PA) on your T4 slip each year. This PA is an amount that is based on the pension that is deemed earned in the plan during the year; it is calculated according to a complex formula by steps described in the Income Tax legislation. Your total RRSP contribution limits are inclusive of the PA's deemed under the Company plan. Also starting in 1991, the Government will assist in calculating your RRSP limits for you and will provide you with this information late each year, based on your T4's and tax return for the year.

14. **Claims or Questions**

All claims or question should be referred to the Trustees who may be contacted at 150 Ferrand Drive, Toronto, Ontario, M3C 3E5.

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