



COLLECTIVE AGREEMENT

Between

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

And

CAW LOCAL 114
(hereinafter referred to as the "Union")

May 1, 2006 – April 30, 2009

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PREAMBLE

The purpose of this agreement is as follows:

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

ARTICLE 1 DEFINITIONS

1.01 Bargaining Agency

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

1.02 Employee

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

1.03 New Classifications

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

1.04 Regular Employees

Are those employees who regularly work scheduled shifts.

1.05 Casual Employees

Are those employees who do not work regularly scheduled shifts.

1.06 Probationary Employees

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

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

1.07 Location

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

1.08 Emergency

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

1.09 Working Days

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

ARTICLE 2 - DURATION OF AGREEMENT

2.01 Duration of Agreement

This Agreement shall be in full force and effect from and including **May 1, 2006 to and including April 30, 2009** and shall continue in full force and effect from

year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to a conclusion or renewal of a collective agreement or a new collective agreement.

2.02 Full Force and Effect

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

2.03 Industry/Employer Interests

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

ARTICLE 3 - UNION SECURITY

3.01 Right to hire

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

3.02 Union Membership Condition of Employment

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

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

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

3.03 New Employees Introduced to the Union

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

- 1) The Employer will provide the new employee with the name, address and any listed telephone number of the Location Shop Steward, a copy of the collective agreement and the Union Application Form and Dues Check Off Authorization;
- 2) The Employer will inform the Location Shop Steward and the Local Union office, via fax or post, of the name, address and such telephone number of the new employee.

3.04 Paid Bargaining Time

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

ARTICLE 4 - DEDUCTION OF DUES, ETC.

4.01 Deduction of Union Dues

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

4.02 Assessments

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

4.03 Dues Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages

or salary the amount of the regular monthly dues payable to the Union. Such authorization forms shall be provided to the Employer.

4.04 Names, Addresses and Telephone Numbers

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

4.05 Religious Conviction or Beliefs

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

4.06 Employer's Obligation

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

ARTICLE 5 - UNION ACTIVITIES

5.01 Union Leave - Short Term

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

5.02 Union Leave - Long Term

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

5.03 Seniority Maintained and Accumulated

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

ARTICLE 6 - SHOP STEWARDS

6.01 Shop Steward Recognition

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

6.02 No right to change agreement

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

6.03 Employer notified of Shop Stewards

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

6.04 Grievance during working hours

Shop Stewards shall be permitted to take up grievances during working hours without loss of pay or to attend Employer meetings to discuss any mutual problems providing the meeting has been agreed to by the Employer. The Union agrees that its representatives will conduct business in such a manner as to not unduly interfere with the work and/or service schedules.

6.05 Discharge of Steward

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

ARTICLE 7 - UNION NOTICES

7.01 Union Bulletin Boards

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

The following items must be posted on said Notice Board:

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

7.02 Union to receive copies of notices

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

ARTICLE 8 - LEAVES OF ABSENCE

8.01 Injured or Ill Employees

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

8.02 Medical Leave

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

It is required that employees on sick or injury leave advise the Employer as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours notice in advance of their availability.

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

8.03 **Bereavement Leave**

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

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

8.04 Jury of Court Witness Duty

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

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

8.05 Personal Leaves of Absence

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

8.06 Moonlighting

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

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

ARTICLE 9 - PARENTAL LEAVE

9.01 Maternity/Parental/**Adoption** Leave

A paid leave of absence will be granted to the father for **two (2) days** upon the birth or adoption of a child.

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

ARTICLE 10 - CONFLICTING AGREEMENTS

10.01 No Conflicting Agreements

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

ARTICLE 11 - PROTECTION OF RIGHTS

11.01 Picket Lines

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

ARTICLE 12 - TRANSFER OF TITLE OR INTEREST

12.01 Successorship

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

12.02 No evading of agreement

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

12.03 Employer responsible for notice

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

12.04 Employer cannot force employee obligation

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

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Co-operate to Adjust Grievances

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

- (a) Disclosure - The Union agrees that grievance forms shall contain details sufficient for the Employer to respond. The Employer agrees to provide a written response which contains sufficient details to enable the Union to respond;
- (b) Right to a Shop Steward - The Shop Steward shall be present at all times when the Employer is administering discipline to an employee when the discipline being administered is to form part of that employee's written work record;

- (c) No Discussion With Grievor - The Employer agrees that after a written grievance has been initiated by the Union, the Employer's representatives will not enter into any discussion or negotiation with respect to the merits of the grievance, either directly or indirectly with a grieved employee without the consent of the Union representative;
- (d) Representation - The Employer and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union;
- (e) Time to Process Grievance - Time spent meeting with management to resolve grievances during working hours shall be considered time worked.
- (f) Time to Grieve - An employee(s), or in the case of a Union grievance, the Union, will have a period of ten (10) working days from the date of the alleged violation of the provision of this Agreement or ten (10) working days when an employee(s), or the Union, had knowledge or reasonably should have had knowledge of the incident or occurrence giving rise to the complaint in which to submit a grievance as provided for in this Agreement; and
- (g) Employer Grievances - The Union and the employees recognize and agree that the Employer may file grievances, and that all such grievances shall be commenced at Step Two of Article 13.02.

13.02 Grievance Procedure Steps

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

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

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

- (c) Step Two - In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to

resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a person or persons designated by the Employer shall meet or address the Grievance by telephone conference call with a view to resolving the grievance. The Employer shall respond in writing within seven (7) days of this meeting.

- (d) Step Three - In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, whichever party issued the grievance may advance the grievance to arbitration, within thirty (30) days of the conclusion of Step Two.

13.03 Persons Authorized to Deal with Grievances

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

13.04 Technical Errors or Omissions

No technical errors or omission will render a grievance inarbitrable.

13.05 Grievor's Right to be Present

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

13.06 Group, Union, Policy, Discharge or Employer Grievances

Group, Union, Policy, Discharge or Employer grievances shall be submitted at Step 2 of the Grievance Procedure.

13.07 Access to Personnel File

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

13.08 Letters to Chief Steward

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

ARBITRATION

13.09 Single Arbitrator

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

13.10 Arbitration Hearing

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

13.11 Authority of the Arbitrator

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

13.12 Expenses

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

ARTICLE 14 - PAY DAY AND PAY STATEMENTS. ETC.

14.01 Pay Days

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

ARTICLE 15 - ANNUAL VACATIONS

15.01 Vacation Scheduling

(a) Annual Vacation Pay:

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

(b) Schedule Preference by Seniority

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

(c) No Banking

Vacations must be taken during the twelve (12) months following each employee's employment anniversary date. Vacation entitlement cannot be banked or carried forward over from year to year.

(d) Vacation Scheduling

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

15.02 Vacation Entitlement

The vacation entitlements are as follows:

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

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

15.03 Vacation Pay

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

15.04 Vacation pay on termination

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

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

15.05 Vacation pay statement

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

15.06 Vacation pay for casuals

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

15.07 Relocation

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

ARTICLE 16 - GENERAL HOLIDAYS

16.01 General Holidays

The following days shall be recognized as General Holidays:

New Years Day
Good Friday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

16.02 Holiday Pay

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

16.03 Holidays falling during vacation

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.

16.04 Work on a Holiday

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

16.05 Declaration of additional holiday/s

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

16.06 Statutory Holiday Qualification

For a Regular Employee qualify for statutory holiday pay, the employee is required to work his/her last scheduled day before and his/her first scheduled day after the statutory holiday.

ARTICLE 17 - SEPARATION OF EMPLOYMENT

17.01 Discharged employees' wages

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

17.02 Quit employees

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

17.03 Record of Employment

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

ARTICLE 18 - SENIORITY

18.01 Seniority Defined

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

18.02 Seniority Lists

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

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

18.03 Layoff and recall

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

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

18.04 Seniority held for 90 days

When an employee has been promoted to another classification or transferred to another position outside the bargaining unit and if after a reasonable trial period not to exceed ninety (90) calendar days the employee is found to be unsatisfactory by the Employer for the new classification or position or if the employee decides he/she does not wish to continue in the classification or position, then the employee shall be restored to his/her former position and shall retain his/her seniority. All seniority rights will be lost after ninety (90) days outside of the bargaining unit.

18.05 Loss of seniority

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

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

18.06 When a depot exhausts the job posting procedure within the depot the Employer will post the job company wide. Full time employees will maintain their seniority when moved and the seniority will be dovetailed.

ARTICLE 19 - DAYS AND HOURS OF WORK AND OVERTIME

19.01 Maximizing Hours of Employment

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

It is understood that the runs are designed to achieve up to nine (9) hours per day and forty-five (45) hours per week. It is further understood that runs

incorporating the Vancouver trip or Kootenays trip will be designed to achieve up to forty-five (45) hours per week. For the purposes of this article the depots will be Kelowna-Vernon, Kamloops, Nelson and Cranbrook.

On September 1st and March 1st of each year, the Employer shall post a list of positions, which shall specify the weekly hours of work and designate the general functions in brief form. Each employee, by seniority, shall bid for his/her desired position by signing his/her name to that position. The bid process must be completed by September 15th and March 15th respectively, and the Employer shall post the results for implementation commencing October 1st and April 1st. In the event that an employee fails to bid in a timely fashion, the Employer retains the right to assign his/her position.

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

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

19.02 Staffing and Work Volume

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

19.03 Holiday, overtime and special call outs to be rotated

Holiday, overtime and special call out assignments shall be rotated among regular employees, from the most to least senior, wishing to do the work provided they are sufficiently qualified to do the work.

19.04 Special calls outs on day worked

Any employee who shall be agrees to perform special call out assignments after he/she has completed his/her normal daily assignment and has checked out and left the Employer's premises, shall be guaranteed three (3) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1 ½ x) times the regular hourly wage rate applicable to the classification to which he/she

is assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

19.05 Meal Breaks

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

19.06 Rest Breaks

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

19.07 Late for work

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

19.08 Minimum rest between shifts

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

19.09 Overtime rates of pay

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

Employees will be able to bank the premiums portion of their overtime up to a floating maximum of two (2) weeks. Banked overtime must be consumed in full shift amounts. The employee must give two (2) weeks notice of the sire to take

the time off which will be granted if scheduling permits. Banked overtime may be taken out as cash on proper notice to the employer.

19.10 Work Schedule

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

19.11 Service Crews

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

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

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

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

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

19.12 Call-Back Time

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

19.13 Meals

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

19.14 Voting

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

ARTICLE 20 - COMPENSATION COVERAGE

20.01 Occupational Injury

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

20.02 Duty to Accommodate

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

20.03 Full pay for day of injury

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

ARTICLE 21 - SAVINGS CLAUSE

21.01 In event of legislative change

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

21.02 Parties will negotiate replacement provision

In the event that any Article or Section is held invalid the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or 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 13 herein.

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

ARTICLE 22 - INSPECTION PRIVILEGES

22.01 Union Access to the work site/s

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

ARTICLE 23 - OCCUPATIONAL SAFETY AND HEALTH

23.01 Monthly Safety Meetings

The Employer **shall** comply with the Canada Occupational Safety and Health Regulations and the Safety and Health Committees and Representatives Regulations and the Workers' Compensation Act, as applicable.

23.02 Employees injured at work

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.

23.03 ATC Permits

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

23.04 Right To Refuse

Every employee has the right to refuse to operate demonstrably unsafe vehicles without loss of pay, and will not be subject to discipline or any discriminatory treatment as a result of exercising such right to refuse.

Any safety concerns regarding vehicle condition shall be reported and resolved through the Occupational Health and Safety Committee.

23.05 Assignment of Firearms

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

23.06 Bullet Resistant Vests

The Employer agrees to provide interest free loans to the employees to purchase bullet resistant vests up to a maximum, of eight hundred dollars (\$800.00). The loan will be paid back in fifty dollar (\$50.) instalments on each pay cheque until the loan is paid in full. If the employee quits, is discharged or laid off, the remaining balance of the loan will be deducted from any monies in wages or vacation pay owed to the employee at that time.

ARTICLE 24 - MANAGEMENT RIGHTS

24.01 General

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

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

- (a) hire, direct and assign work to employees;
- (b) promote, demote, transfer and layoff;
- (c) suspend, discipline and discharge employees for just cause;
- (d) evaluate job performance;
- (e) establish new job classifications;

- (f) designate reasonable job requirements, including whether employees possess the sufficient ability and hold the necessary qualifications necessary to perform the available work;
- (g) determine the methods and processes and means of providing employees services and products to customers;
- (h) make, publish and enforce reasonable rules for the promotion of safety, cleanliness, efficiency and discipline, and for the protection of employees, customers, records, equipment, inventory and operations; and
- (i) determine the number of employees to be employed, the duties to be performed and the hours that they will work.

24.02 Management rights to be consistent with collective agreement

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

24.03 Management personnel identified

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

ARTICLE 25 - TRANSPORTATION

25.01 Use of personal vehicle

Where an employee, at the request of the employer, chooses to use his/her personal vehicle on Employer business he/she will receive \$.30 per kilometer driven and the Employer will cover the cost of upgrading his/her ICBC auto insurance for business use.

ARTICLE 26 - TRUCK MAINTENANCE

26.01 No operation of unsafe vehicles

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

26.02 Truck safety equipment

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

26.03 Defects to be reported

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

ARTICLE 27 - TRAFFIC TICKETS

27.01 Traffic tickets

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

27.02 Moving violations

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

ARTICLE 28 - TOOLS

28.01 Gun Training

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

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

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

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

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Definition

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

29.02 Recognition by Parties

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

29.03 Prior Notification

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

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

29.04 Severance Pay

Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of eight (8) weeks' pay at the rate of pay the employee was receiving on the date of termination. Notice may be given in lieu of severance pay.

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

ARTICLE 30 - HEALTH AND WELFARE

30.01 Health and Welfare Benefits

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

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

Effective the date of ratification those employees who work 20 to 30 hours regularly will pay fifty percent (50%) of the premium cost of benefit coverage.

30.02 Limitation of Liability

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable, to the insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of the any insurance policy.

30.03 Carrier

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

30.04 Eligibility

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

30.05 Premium Payment Contribution

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

30.06 Part of Compensation

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

30.07 Benefit Coverage

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

Medical Services Plan of B.C.

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

Life Insurance

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

Accidental Death and Dismemberment

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

Dependent Life

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

Weekly Indemnity

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

Long Term Disability Benefit

Definition of Disability: 2 year own occupation

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

Extended Health Care

Class Deduction
Deductible

B - Guards
Single - \$ 25 per calendar year
Family - \$ 60 per calendar year

Deductible applies to

EHS and drug expenses
(hospital accommodation, travel, and
vision benefits have no deductible)

EHS Co-Insurance
Prescription Drug Plan
Prescription Drugs Co-insurance
Hospital Accommodation
Travel Benefits

100%
Direct Pay
100%
Semi-private
Included - maximum \$1,000,000 per
calendar year for emergency services
and \$50,000 per calendar year for
referral services. (Employees age 65
and over are subject to additional
charge of \$16.68 and \$33.37 Family.)

Vision Benefits
Paramedical Services
Hearing Aids
Overall Plan Maximum
Termination Age
Eye Examinations

\$200 every 24 months
\$500 per practitioner per calendar year
\$300 every 5 years
Unlimited
Employee's age 70
Paid by the carrier every two (2) years

Dental Care

Class Description
Deductible
Basic Services

B - Guards
No deductible
100% - maximum \$2,000 per calendar
year (includes periodontics and
endodontics)

Major Restorative Services

50% - maximum combined with basic
services

Orthodontic Services

50% - lifetime maximum \$1,500 (applies
to dependant children 18 or younger only)

Recall Exams

6 months

Fee Guide

Current

Termination Age

Employee's age 70

ARTICLE 31 - INTERPRETATIONS

31.01 Heading for reference only

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

31.02 Time References

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

31.03 Objective Approach

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

ARTICLE 32 - WAGE RATES AND CLASSIFICATIONS

32.01 Wage Rates

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

<u>Classification</u>	<u>May 1, 2006</u>	<u>May 1, 2007</u>	<u>May 1, 2008</u>
CASUALS	12.94	13.19	13.44
Start	13.19	13.44	13.69
After 1 year	14.14	14.49	14.84
After 5 years	14.19	14.59	14.99

Note: Wage Rate increases are retroactive to May 1, 2006. The Employer will promptly pay applicable retroactive amounts to employees following ratification. Only current employees are eligible for such payments.

32.02 Piece Rates

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

Dollar Amounts to increase on the Anniversary date of the agreement in each year equivalent to the wage increases.

Nelson	In Town	3 hours	Kelowna Intown	\$18.00	\$22.00
Nelson	Trail	3 hours	Kelowna Westbank	\$18.00	\$22.00
Nelson	Castlegar	3 hours	Kelowna Summerland	\$25.00	\$35.00
Nelson	Kaslo	3 hours	Kelowna Penticton	\$25.00	\$35.00
Nelson	Rossland	3 hours	Kelowna O K Falls	\$35.00	\$42.00

Cranbrook	In Town	\$18.00	\$22.00	Kelowna	Oliver	\$45.00	
Cranbrook	Creston	\$37.00	\$40.00	Kelowna	Osoyoos	\$55.00	
Cranbrook	Fernie	\$37.00	\$40.00	Kelowna	Vernon	\$25.00	\$42.00
Cranbrook	Golden	6 hours	\$95.00	Kelowna	Winfield	\$15.00	\$21.00
Kamloops	Intown	\$18.00	\$22.00	Vernon	Intown		\$35.00
Kamloops	Chase	\$25.00	\$28.00	Vernon	Kelowna	3 hours	
Kamloops	Barrier	\$32.00		Vernon	Winfield	3 hours	
Kamloops	Scotch Creek	\$37.00		Vernon	Salmon Arm	3 hours	
Kamloops	Sorrento	\$32.00		Vernon	Sicamous	3 hours	
Kamloops	Cache Creek	\$35.00		Vernon	Sorrento	4 hours	
Kamloops	Merritt	\$32.00	\$35.00	Vernon	Revelstoke	3 hours	
Kamloops	Salmon Arm	\$56.00		Vernon	Armstrong	3 hours	
Kamloops	Clearwater	\$44.00		Vernon	Golden	3 hours	
Kamloops	Lytton	\$63.00					
Kamloops	Lilloet	\$70.00					
Kamloops	Ashcroft	\$42.00					

32.03 Training wage of fifty cents (50¢) for a maximum of fourteen (14) shifts. The trainer will be appointed by the Company.

SIGNED THIS _____ DAY OF _____, 2006.

ON BEHALF OF:

B & L SECURITY PATROL

CAW - CANADA (LOCAL 114)

Chris Goodrich

James Andrew

Darrell Charest

Gord Piper

Susan Spratt

LETTER OF UNDERSTANDING

RE: FAST TRACK MEDIATION/ARBITRATION PROCESS

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

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

10. This expedited process contemplates a requirement by the parties to request the Arbitrator to engage in mediation attempts prior to the commencement of a formal arbitration hearing. The parties agree that no more than three hours should be devoted to mediation efforts. Barring exceptional circumstances, the formal arbitration will commence promptly following three hours after the commencement of the proceeding.

The parties agree that such mediation discussions are “without prejudice”, that the Arbitrator shall not treat statements or documents made or provided during the mediation process as evidence in the formal arbitration hearing, and that they will not dispute the Arbitrator’s jurisdiction to conduct the formal arbitration hearing because of his/her involvement in the mediation process; and

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

List of Arbitrators

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

**OUTSIDE
LETTER OF AGREEMENT**

RE: DON MACKENZIE

During the collective bargaining discussions in 2006 the parties have agreed to delete Don MacKenzie from the wage grid.

MacKenzie will receive the forty cent (\$.40) wage increase in lump sum payments on each of his pay cheques.

MacKenzie's rate of pay will not change until the balance of the bargaining unit employees have reached his rate.

SIGNED THIS _____ DAY OF _____, 2006.

ON BEHALF OF:

B & L SECURITY PATROL

CAW - CANADA (LOCAL 114)

Chris Goodrich

James Andrew

Darrell Charest

Gord Piper

Susan Spratt

* Although this letter does not form part of the agreement it is binding on the parties for the duration of the agreement.