

# **COLLECTIVE AGREEMENT**

**Between**

**G4S CASH SERVICES (CANADA) LTD.**

**Nanaimo and Comox**

(Hereinafter referred to as "the Company")

**And**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION (CAW-CANADA) LOCAL 114**

(Hereinafter referred to as "the Union")

**2006 - 2008**

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THIS AGREEMENT ENTERED INTO THIS DAY OF 2007.

BETWEEN: G4S CASH SERVICES (CANADA) LTD.  
#301 – 4300 Wellington Road, Nanaimo,  
IN THE PROVINCE OF BRITISH COLUMBIA;  
(hereinafter referred to as the "Employer")

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

WITNESSETH

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,

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereinafter contained, the parties hereto agree as follows:

## **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 a Board of Arbitration as provided for in this Agreement, who shall have the power to establish such classification and rate.

### **1.04 Regular Full-Time Employees**

Are those employees who 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.

### **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.

### **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 reasons(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 date of hire or five hundred and twenty (520) hours of work which ever 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 he/she was employed.

### **1.09 Safety 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.

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

**2.01** This Agreement shall be for the period from and including July 1<sup>st</sup>, 2006 to and including January 31<sup>st</sup>, 2008 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 of renewal of a collective agreement or a new collective agreement.

### **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** 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 Employers at all times while this Collective Agreement is in force.

## **ARTICLE 3 - UNION SECURITY**

**3.01** The Union recognizes the right of the Employer to hire whomever he chooses, 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** 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 applicants.

**3.03** 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** The Employer agrees that when he hires 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** 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 personnel employed by G4S) 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, 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.

## **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** When an employee covered hereunder is either elected or appointed to a full-time job with the Union, he/she 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 G4S 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 Pledge**

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 him/her from reporting to work, he/she 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 his/her 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 his/her absence, he/she 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 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.
- 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 his/her availability.

## **8.03 Bereavement Funeral Leave**

- a) In case of death in the immediate family, the regular employee affected shall be granted compassionate leave of absence with pay during their next three (3) consecutive working days at their scheduled rate of pay to a maximum of ten (10) hours per day. Immediate family means: spouse (including common-law spouse), parents or step-parents of employee and spouse, children, sister or brother, sister-in-law, brother-in-law, parents-in-law, grandparents and grandchildren, 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 endorsement 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, he/she 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 G4S.

#### **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.
- 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.
- 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, Possession and Acquisition License or Authorization to Carry, is suspended or revoked by Government agency or proper authority, shall be given the opportunity to perform alternate work for which he/she is 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 his/her 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 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, he/she may be terminated from employment subject to the grievance procedure.

#### **8.07 Unacceptable Leaves**

In any instance where an employee accepts other employment with a competitor or customer without the consent of the Employer, when on leave of absence or vacation for any reason, his/her 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. The replacement policy is as follows:

- a) A fitted bullet resistant vest will be replaced when expired and 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.

## **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** 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** 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** 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:

- a) **Step 1**
  - i. 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 his grievance with the employee involved who shall have the right to be accompanied by his Shop Steward.
  - ii. 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.
- b) **Step 2**
  - i. Should a solution not be reached in Step 1, then a representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Manager or his 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.
  - ii. 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 Step 3.

- iii. Failing settlement of the dispute at the stage where the Union Representative and the Manager meet, as set out above, the matter shall be taken to Arbitration as set out herein.
  - iv. It is understood the authorized agent of the Union is the President of the local Union or designate; and the authorized agent of the Employer is the Branch Manager or designate.
- c) **Step 3 - Arbitration Board**
- i. The party desiring arbitration shall refer the matter to arbitration within ten (10) working days of the Stage 2 response or expiration of the Stage 2 response period, failing which the grievance is abandoned and all rights under the grievance procedure are lost.
  - ii. The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.
  - iii. The party receiving the notice shall, within ten (10) working days thereafter, appoint a member for the Board and notify the other party of its appointment.
  - iv. The failure of the second party to make their appointment within the ten (10) working days, as herein set out, the first party shall apply to the Labour Relations Board, to have the Labour Relations Board appoint such nominee for the second party.
  - v. The arbitrators so appointed shall confer to select a third person to be chairman and failing for ten (10) working days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board to appoint a third member.

#### **14.03 Arbitrator**

Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a sole arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration. Such sole arbitrator shall be chosen by mutual agreement between the parties.

#### **14.04 Arbitration Ruling**

- a) If the Arbitration Board 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 Board 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 Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, 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 Board of Arbitration 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, if any, of the Chairman.
- d) The decision of the Arbitration Board 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:
  - i. One day suspension - 1 year
  - ii. Two day suspension - 2 years
  - iii. Three day suspension or longer - 3 years
- b) It is the intent of both parties to use the discipline procedure to correct and assist employees. It is recognized by the parties that strict compliance with the confidentiality of security is an absolute necessity.

#### **14.09 Arbitration Witness**

The Employer agrees that if any grievance proceeds to arbitration and the Arbitration Board 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 Arbitration Board 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 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 Canada Savings Bonds**

Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.

#### **15.05 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 January 1<sup>st</sup> of each year, the Employer shall post a vacation list or lists on the bulletin board and each employee shall, in order of seniority, apply for his/her vacation on such list at a time same is desired, and such request must be completed by March 1<sup>st</sup> 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 his/her 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 employee's allotted twelve (12) months. No vacation hours will be carried over to the next year. Vacation shall be taken in one (1) unbroken period unless

requested by the employee who shall have the sole right to decide whether his/her vacation shall be in one (1) period of split. However, employees may only split such vacation within the period of May 15<sup>th</sup> through September 15<sup>th</sup> after all employees on the vacation list in order of seniority, have had an opportunity to have holidays during this period. Employees may only take two (2) weeks vacation throughout the period of May 15<sup>th</sup> to September 15<sup>th</sup>. If any weeks are available after all the selections have gone down the seniority list, then the process will begin again from the top.

Inasmuch 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.

- d) At the end of vacation sign-up, if there are any open weeks left unsigned in prime time, an employee may change his holidays in order of seniority.
- e) In the event an employee shall fail to select his/her vacation on or before December 1<sup>st</sup>, the Employer reserves the right to assign such employee's vacation period.
- f) Vacation taken during the period of June 1<sup>st</sup> to the 2<sup>nd</sup> 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.

## 16.02 Vacation Entitlement

a)

<b>Service Requirement Years</b>	<b>Entitlement</b>	<b>Hours of Pay</b>	<b>Percentage of Earnings</b>
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 per year on the last vacation request of the year.

## 16.03 Calculation

For the purposes of determining an anniversary year of employment to qualify a regular full-time

or regular part-time employee for vacation and vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of twelve hundred and fifty (1250) hours in the employee's anniversary year, the employee shall be eligible for vacations and vacation pay as set out herein. It is understood that an employee shall be used to determine the start of his/her anniversary year. Vacation pay shall be given prior to an employee leaving on vacation. To ensure that the vacation pay is available, it is recommended that the employee request vacation pay two (2) weeks' prior to his/her taking his/her vacation.

#### **16.04 Vacation Pay**

Regular full-time and regular part-time employees who shall have worked less than twelve hundred and fifty (1250) 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.

#### **16.05 Casual Leaving**

In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks vacation, he/she 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 he/she had his/her vacation he/she earned for the previous anniversary year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his/her pay for the anniversary year in which he/she ends his/her employment for which no vacation has been paid.

#### **16.07 Statement**

Prior to an employee going on his/her vacation, on 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 his/her 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 Years Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

### 17.02 Employee Entitlement

All regular full-time employees shall be paid eight (8) or ten (10) hours straight time pay as applicable for all such holidays, regardless of which day in the week the holiday falls. Such hours shall be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee. Regular part-time and casual employees shall be granted holiday credit in 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 (1 ½) 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 (1 ½) 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 (1 ½x) 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 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.

#### **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**

For a full-time employee to qualify for working a statutory holiday, the employee is required to work his/her scheduled day before or scheduled day after the statutory holiday.

### **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 (6<sup>th</sup>) day.

#### **18.03 Record of Employment**

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

### **ARTICLE 19 - SENIORITY**

#### **19.01 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**

Any employee transferred from one (1) Seniority List to another Seniority List shall maintain his/her 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. Regular part-time employees from either list may fill in on either list without affecting their seniority. Employees positing into the Vault position will remain in that Department for a minimum of six (6) months. In-plant personnel at the discretion of the Employer may provide vault relief in the event of an emergency.

### **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 (1.07).

### **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 G4S 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.

### **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 trail period not to exceed one hundred and twenty (120) 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 he/she does not wish to continue in the classification or position, then he/she shall be restored to his/her former position and shall retain his/her 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 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) He/she is discharged for cause;
- 2) He/she voluntarily leaves the employ of the Employer;
- 3) He/she fails to report to work after a layoff, within five (5) days after being notified by registered mail;
- 4) He/she fails to report to work at the expiration of a leave of absence except for a bona fide emergency;
- 5) He/she is absent from work for three (3) days without notifying the Employer; except for a bona fide emergency;
- 6) He/she is promoted and remains outside of the bargaining unit longer than one hundred and twenty (120) days;
- 7) He/she has been on layoff for a period of twelve (12) months or longer;
- 8) He/she reaches their first month following their sixty-fifth (65<sup>th</sup>) birthday.

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

## **20.02 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.

## **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 (1 ½) times the regular hourly wage rate applicable to the classification to which they are assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

## **20.07 Call Out Guarantee**

Any employee who shall be required to perform special call out assignments after 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) 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.

#### **20.08 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.

#### **20.09 Hour Division**

The hours worked shall be divided into one (1) minute units based on one-sixtieth (1/60<sup>th</sup>) of the applicable hourly rate. Changing in and out of uniforms shall not be considered as time worked.

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

Every employee should have a minimum of eight (8) hours rest between the end of one (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, he/she shall be paid at one and one-half (1 ½) times his/her regular hourly wage rate until such eight (8) hour period is over.

#### **20.11 Overtime and Banking**

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

#### **20.12 Higher Classification Rate**

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

#### **20.13 Schedule**

A 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 Friday of the preceding week.

- a) 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.
- b) 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.

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

#### **20.16 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 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 his 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 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 day period, shall not be compelled to work a sixth day unless the employee agrees to work.

### **ARTICLE 21 - LUNCH AND REST PERIODS**

#### **21.01 Lunch and Rest Periods**

Employees shall be allowed a minimum of one-half (1/2) 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 his lunch period or is required to remain on the Employer's premises during his 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 he advised management otherwise by the end of the shift.



### **21.02 Allowable Breaks**

- a) All employees shall be allowed to take a rest period during the first half of any shift and a rest period during the second half of any shift.
- b) Truck employees shall ensure such rest stops are made on the route without appreciable deviation from the approved or established schedule of the armoured car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armoured car and at times when the making of such stops will interfere with the employees obligations to the customer.
- c) If an employee is required to work beyond the end of his 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 a twelve (12) hour day, he/she shall be paid five dollars (\$5.00) supper money.

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.

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

## **ARTICLE 22 - COMPENSATION COVERAGE**

### **22.01 Trial Period**

When an employee is injured at work and goes on compensation, they shall, when the Compensation Board signifies that the employee may go to work, be returned to payroll at his or her previous job and rate of pay for a period of one (1) week to see if he/she is able to do the job they held at the time of injury.

### **22.02 Notice and Placement**

If, after that time, it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice.

### **22.03 Rate of Pay**

If an employee is placed in a lower category on his 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 he/she is 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 three (3) members chosen by the Union. At no time shall the number of Company members allowed to outnumber the amount of Union members.
- b) Two co-chairpersons shall be selected from and by the members of the Committee. One of the co-chairpersons shall be a Union member chosen by the Union members of the Committee. The other co-chairperson shall be a Company member.
- c) During all absences of the Union Co-chairperson, the Company shall recognize an alternate co-chairperson designated by the Union.

- d) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental Program, and shall promote compliance with appropriate laws, regulations, codes of practice, and guidelines. The Company 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 a 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 his or her right to refuse he or she shall notify the Supervisor or a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- c) At every stage, the 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 he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable 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 he/she has received proper education, training and/or instruction.
- b) The Union members of the Joint Health, Safety and Environment Committee will attend the CAW Health and Safety Course (one week) and the CAW Environment Course (one week). These courses will be taught at the CAW 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<sup>th</sup> at 11:00 a.m., work will stop and one (1) 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 ergonomic 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 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 CAW are committed to providing a harassment-free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the BC Human Rights Code. Harassment also means any demeaning and abusive behaviour of which an employee feels is offensive. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility, vehicles, and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

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

Harassment is not:

Harassment is in no way to be construed a properly discharged supervisory 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 he/she has 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 designates, 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 designates will then complete a report on the findings of the investigation. The management and the Union or their designates will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

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

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

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

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

#### **27.05 Training**

In consultation with the National Union, three-day anti-harassment training will be developed for all union representatives and members of management who have not yet been trained. In addition, the CAW four-day anti-harassment training program will be delivered to all employees during the course of the collective agreement as quickly as it can be reasonably 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.

### **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 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 G4S in July 1995, then employees shall be given a minimum notice of seventy-two (72) hours prior to the change taking effect, except on occasions of emergency temporary situations.

### **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 his personal vehicle on Employer business.

### **30.02 Letter of Understanding**

It is understood that transportation by the Employer shall be in accordance with the Letter of Understanding regarding this matter. This letter is ongoing from agreement to agreement and shall not be terminated at the expiry date of this Agreement.

## **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 his normal working hours, he/she shall be paid for the time involved and thus not lose any pay as a result of his 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 his/her 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 his/her 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 his own expense, shall have the right to be examined by his/her 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 a medical consultant to examine the employee with respect to the dispute.
- c) The findings of the consultant shall be final and binding upon all parties.
- d) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- e) Should the consultant deem the employee to be capable of carrying out his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his/her 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.

### **32.04 Adequate Equipment**

All armoured vehicles shall have adequate heaters, windshield wipers, defrosters and air conditioners and all emergency equipment mentioned in the Employee Rule Book, such as emergency lights, sirens, P.A. system, property operating 2-way radios, as well as proper first-aid kits, fire extinguishers and crowbars.

### **32.05 Cleaning of Vehicles**

No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his/her 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 Employer will pay two (2) times a year to a maximum of two (2) hours straight time for practice or qualification with a qualified instructor on the company range and will provide adequate ammunition as part of the training time as per Article 35.05 - Training. Scheduled range time is considered time worked.
- b) 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.
- 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.

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

## **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 34.01 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) week's 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.

### **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**

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

- a) On or about September 1<sup>st</sup> and March 1<sup>st</sup> 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.
- 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, Monday to Sunday.
  - 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 six (6) months and employees who are accepted into a vault position are excluded from the sign-up for the period of their employment in the vault. In the event that the vault starting time changes by more than two (2) hours, the incumbent(s) will have the option to move to a route position.

### **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) week's notice of an interim sign-up, except in an emergency, then one (1) week's 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 term Pool is not workable in its' current form and for the remainder of this Collective Agreement will neither be used nor referred to.

Both parties agree that the method of filling vacancies anticipated to be of one (1) 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 positing 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.

If either party feels this LOU proves to be unworkable, either party, with thirty (30) days notice, can cancel this LOU. 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.

### **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 possess the ability and 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 or family responsibility leave with pay, when absent from work because of a bona fide illness or accident, up to the amount accumulated in their sick leave bank, in accordance with 38.05 and 38.06.

### **38.03 Sick Leave**

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

### **38.04 Pay Rules**

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

### **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 Appendix**

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 - CANADIAN HEALTH INSURANCE PLAN SERVICES (C.H.I.P.S.)**

### **40.01 Appendix**

Contact Spencer Mohart Insurance for available coverage inquiries.

### **40.02 Remittance**

- a) The Company shall remit the required contributions under this Article to the Administrator appointed by C.H.I.P.S. by the tenth (10<sup>th</sup>) day of the month for which such contributions are due.
- b) The Company shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) 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 cost of the Health and Welfare Plan shall be covered by the Company at the rate of two hundred and fifty-five dollars (\$255.00) per month per employee.
- 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 vest fully after two (2) years credited membership service.

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.

**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.

**ARTICLE 44 - RETROACTIVITY**

**44.01 Definition**

All wage rates of the renewed Collective Agreement are retroactive to July 1, 2006.

**ARTICLE 45 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**45.01 Definition**

The Company will provide an EAP to all Employees.

**ARTICLE 46 - WAGE RATES AND CLASSIFICATIONS**

<b>Classification</b>	<b>Current</b>	<b>Jul. 1/06</b>	<b>Jan.1/07</b>	<b>Jul.1/07</b>	<b>Jan.1/08</b>
<b><u>Route</u></b>					
Custodian	17.49	17.74	18.00	18.55	19.17

Driver	17.03	17.28	17.54	17.88
Guard	14.58	14.83	15.48	16.13
Route Casuals	12.92	13.17	13.57	13.98

**In Plant**

Vault Teller	17.49	17.74	18.00	18.55	19.17
Cash Cage Clerk/Turret	11.50	11.75	12.91	14.06	
In Plant Operator	13.66	13.91	14.50	15.00	
In Plant Casuals	10.13	10.38	11.04	11.69	

**Comox Location:** Regular days (1600 – 2300) guaranteed \$50.00 with the option of working off the \$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 \$20.00 and the remaining calls are at the \$15.00 rate.

Night transfers and any non pager work to be paid at the rate of \$20.00 per detail and added on to the \$50/\$100. This \$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 1500 hours and 2300 hours \$100.00 guarantee: Campbell River/Buckley Bay \$20.00; Night Transfer \$20.00; Comox Valley \$15.00.

Two Person All-Off Crew Rates

“Two person all-off” crew members shall be paid the Custodian 1 wage rate.

**Premiums**

**Lead Hands**

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

**LETTER OF UNDERSTANDING #1**

**Re: Turret Position**

With respect to the current employee in Turret position, said employee will receive new rate when working as Turret Operator but when relieving in other non-specialized category, said employee will receive applicable rate. This rate of \$15.00 will not be paid to anyone else in the Bargaining Unit.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

**LETTER OF UNDERSTANDING #2**

BETWEEN:           SECURICOR CASH SERVICES  
                          #301, 4300 Wellington Road  
                          Nanaimo, B.C. V9T 2H3  
                          (hereinafter referred to as the “Employer”)

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

**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 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.

Employees will be paid eight (8) hours Statutory Holiday pay as well.

The Christmas shift will be from 8:00 a.m. until 11:00 p.m.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

**LETTER OF UNDERSTANDING #3**

**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. All 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.

In witness whereof the Employer and the Union affix their signatures.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

#### **LETTER OF UNDERSTANDING #4**

#### **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.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

**LETTER OF UNDERSTANDING #5**

**Re: Vehicle Usage/Soft Skin**

It is understood that transportation by the Employer shall be in accordance with the Letter of Understanding regarding this matter. This Letter of Understanding is ongoing from agreement to agreement and shall not be terminated at the expiry date of this Agreement.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

August 22, 2006

**POSSESSION AND ACQUISITION (PAL) LICENCE HOLDERS**

The Canada Firearms Centre has advised that, effective May 16, 2006, individuals no longer have to pay the fee for the renewal of their PAL.

This fee waiver does not apply to:

- Individuals obtaining their first licence;
- Individuals who are obtaining a new licence after their licence was refused or revoked;
- Individuals obtaining a licence after the expiry of a firearms prohibition.

This fee waiver is in effect until May 17, 2008.

These fees have been paid by the Company, under the terms of the Collective Agreement, as they are a requirement of your job. The Canada Firearms Center will be sending fee reimbursements directly to the licence holders. Please provide the Company with a personal cheque for the amount of the reimbursement you receive.

Your cooperation is appreciated.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

## **LETTER OF AGREEMENT**

During the collective bargaining process, the parties discussed the positive ability for the employer and the employees in seeking new contracts which will enhance employability of employees and more options for contracts with new clients.

The parties are prepared to discuss and report to the membership, any and all impacts of implementing twelve (12) and thirteen (13) hour shifts.

A full discussion and report will be brought back to the CAW membership for amendments to the Collective Agreement.

It is the intent of this letter to assist the employer in enhancing their ability to expand their client base.

Further, it is the Union's intent to ensure the CAW membership's job security and growth in this branch.

Dated at Nanaimo, British Columbia, this 25<sup>th</sup> day of June, 2007.

Rob Murray  
Regional Vice President

Susan Spratt  
National Representative CAW

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