

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BRINK'S CANADA LIMITED**

**AND**



**TEAMSTERS LOCAL UNION No. 213**

**JANUARY 16, 2006 - JANUARY 15, 2011**

**DON McGILL**  
**Secretary-Treasurer**

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**BRINK'S CANADA LIMITED**

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BETWEEN: BRINK'S CANADA LIMITED**  
247 East 1st Avenue  
Vancouver, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**

**TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the City of  
Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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, employed in the Province of British Columbia.

## **1. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees of Brink's Canada Limited employed in the Province of British Columbia, but will exclude supervisory and management functions, sales, office employees, full and part-time vault personnel.

For the purposes of this clause the parties acknowledge the Consent award of arbitrator Paul Fraser dated November 8<sup>th</sup>, 2004.

- (b) The Employer agrees that, where it shall establish a new classification or position in a location not currently on the wage schedule in the bargaining unit as described above it will negotiate, with the Union, wage rates to be paid employees in such classifications or positions. If the parties are unable to reach agreement after the Employer has set the initial wage rate, the Employer will proceed to implement the new rate and classification and either party may submit the issue in dispute to arbitration.
- (c) The parties agree that Management has the right to ascertain, evaluate and determine the duties, responsibilities and qualifications for all jobs within the scope of the bargaining unit.

- (d) The Employer reserves the right to hire and/or use part-time employees during the peak work periods, emergencies, unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to full-time employees. All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 2 herein. Supervisors/Managers will only perform bargaining unit work in the case of an emergency, training, or when no bargaining unit employee is available or does not make him or herself available to work. Exceptions are day car operations such as Kamloops and money rooms. When supervisors/managers are allowed to do Union work, the amount of work performed will be kept to a minimum. The application of this Article will not be utilized to reduce bargaining unit work.
- (e) Part-time employees are those employees who are not regularly scheduled for or guaranteed forty (40) hours per week.

Should a significant volume of new business be acquired or business lost, the Employer undertakes to meet with the Shop Steward or his designate to discuss the crew complements and proposed scheduling changes. The Shop Steward will be given the opportunity to provide input into the run revisions.

## **2. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the seniority provisions contained herein, the Employer agrees that when new employees are required, the Union shall be given the opportunity to refer candidates to the Employer.
- (b) All employees covered by this Agreement must become and remain members of the Union in good standing as a condition of employment with the Employer. The Employer's payroll official shall notify the Union and Shop Steward within five (5) days of hiring a new employee of his/her name and classification. The Employer will provide each new employee with an application for membership.
- (c) 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.
- (d) The Employer agrees to provide the business agent with access to the Employer's premises for Union business, taking into consideration operational and security considerations. The Union will call the Branch Manager or designee beforehand to arrange for access.

### **3. DEDUCTION OF DUES, ETC.**

- (a) The Employer shall deduct and remit to the Financial Secretary of the Union any monthly dues and levies as notified by the Union in accordance with its By-Laws and Constitutions.
- (b) All bargaining unit employees will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in accordance with its Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of their employment within the bargaining unit.
- (c) Monies deducted during any month shall be forwarded by the Employer to the Financial Secretary of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list which is provided by the Union.

The Employer shall deduct from each new employee an amount equal to the Union's dues and levies. The initiation fee will be deducted over a three (3) month period. The employee's name and the amount deducted shall be added to the checkoff list for that month prior to submission to the Union. If the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

### **4. UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE**

#### **(a) LEAVE FOR UNION BUSINESS:**

- (i) 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 unduly interfere with the operation of the business.
  - (ii) 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 two (2) years. Such employee shall not be entitled to any of the provisions of this Agreement but shall accumulate seniority during such leave of absence.
  - (iii) One (1) Shop Steward per division shall be allowed time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union and or Management, provided the Shop Steward is scheduled to work a regular shift on the day in question. The Union will provide Management with thirty (30) days written notice of the request for time off.
- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.

- (c) **Medical Leave:** 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 shall report the fact to the Employer, prior to his/her actual starting time, so adequate replacement may be made if necessary. He/she will be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan. Employees may be required to support their absence with adequate medical documentation. The Employer reserves the right to require the employee to be examined by a mutually agreeable doctor, which examination shall be paid for by the Employer. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

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

- (d) **Leave of absence:** If an employee desires a leave of absence for reasons other than those referred to above, he/she must obtain permission, in writing, for the same from the Employer. Requests will not be unreasonably denied.

In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence for any reason, his employment will be terminated, subject to proper proof of same.

- (e) **Funeral Leave:** In the event a full-time employee shall, while actively working as such, suffer a death in his/her immediate family, (that is, parents, stepparents, spouse's parents, spouse, children, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren) such employee shall be granted a leave of absence of his next three (3) days scheduled. Such employee shall be paid for each regularly scheduled day of work that occurs during such leave at eight (8) hours at the employee's regular straight time rate subject to a maximum payment of three (3) days. For part-time employees, bereavement leave, as per above, shall be granted on any of his/her scheduled working days that occur during the three (3) days immediately following the day of the death.

Up to three (3) days additional time off without pay may be granted to eligible employees as defined above to make arrangements for and to attend the funeral of his immediate family where the time allowed above is not sufficient due to extended travel and where operational requirements make such a request possible.

The Union and Management further agree that employees required to work a compressed work week as part of their regularly scheduled shifts as under Article 14 (i), the following terms and conditions will apply to those employees:

An employee regularly working a 10-hour shift will be compensated for 10 hours at his regular rate of pay in accordance with (e) above.

- (f) Jury Duty: When full-time employees are required to serve as a juror, they will be paid for the difference between the jury fees and pay for the work week for the period for which they are required to serve on the jury, provided the employee shall be available for work for the Employer during said period when the employee is not required to serve on the jury.

In the event any employee is subpoenaed to appear as a witness on behalf of the Employer, or in a case where the Employer is involved, such employee shall be paid his regular scheduled hours at the regular hourly straight time rates. It is understood that the above does not apply to issues arising out of the grievance and/or the arbitration process.

## **5. SHOP STEWARDS**

- (a) There shall be Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representative 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 Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards and will also give notice of any new appointment or removal thereof.
- (e) The Shop Stewards shall be permitted to take up grievances during working hours without loss of regular straight time pay. If the Company requests a meeting with Shop Stewards after normal scheduled work hours, overtime rates shall be paid.
- (f) 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 of the Employer.
- (g) A Shop Steward shall be provided with copies of all bulletin board notices.

## **6. UNIFORMS AND WORK CLOTHES**

- (a) The Employer shall furnish and pay for uniform equipment for employees as required. The style, type 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 including when hats and ties shall be worn. Items of uniform equipment must be returned to the Employer upon termination of employment.

- (b) The Employer shall continue the current practice of laundering five (5) Company issued shirts and two (2) pairs of Company issued pants.

- (c) **BULLET RESISTANT VESTS**

The Employer shall reimburse full-time employees three hundred and fifty dollars (\$350.00) for vests purchased after February 1, 2006. A list of approved vests appears in NYJ Standard 0101.03. Part-time employees will be entitled to the same benefit providing they remain in the employ of Brink's for a period of twenty-four (24) months from the date of purchase. Vest must be worn at all times. The allowance for bullet resistant vests will be renewed each five (5) years of an employee's service.

- (d) **RAIN GEAR AND REFLECTIVE VESTS**

The employer shall provide rain gear and reflective vests for crew members that bid on runs that regularly go to the airport. The rain gear and reflective vests shall be assigned for the period the employees are on the bid run and shall be returned at the end of the bid. Additional rainwear and reflective vests will be available in various sizes in the branch for other staff to borrow should they be assigned to an airport run.

- (e) Nine (9) survival suits will be provided for northern and interior areas.
- (f) Air courier parkas to be made available to those northern and interior employees as required, subject to management approval.
- (g) Secured rechargeable tactical flashlights will be supplied for each vehicle. The type and size will be determined by a joint union-management committee established to deal with radio and telephone issues.

## **7. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees. The Union and the Employer shall have a key to the lock.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) Seniority lists to be revised every six (6) months and a copy to be sent to the Union.

## **8. CONFLICTING AGREEMENT**

All conditions of employment relating to wages, hours of work, overtime pay, vacations, holidays and all other conditions of employment are set forth and embodied herein and no separate, oral or written Agreement shall be entered into with any individual member or group of members of the Union.



## 9. PROTECTION OF RIGHTS

It shall not be a violation of this agreement or cause for discharge, for any employee in the performance of his/her duties to refuse to cross a legal picket line.

## 10. GRIEVANCE PROCEDURE

- (a) Any complaint or disagreement between the Employer and the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms and provision of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented in writing within fourteen (14) calendar days following the event giving rise to such grievances shall be forfeited and waived by the aggrieved party.

- (b) The Steps of the Grievance Procedure including time limits shall be as follows:

### STEP I

The employees, with or without the Shop Steward, shall take his grievance up with a designated Management Representative. The Company shall respond in writing within five (5) working days.

### STEP II

Should a solution not be reached by Step I or a written response not be received within five (5) working days, the Union may appeal the grievance further by filing written notice of such appeal within fourteen (14) calendar days of Management's reply at Step I. Such an appeal shall be made to the appropriate designated Management Representative. A Union Representative or the Shop Steward shall then discuss the matter with the appropriate designated Management Representative. The Company will respond in writing within ten (10) working days.

Failing settlement of the dispute at Step II or the Company has not responded in writing within ten (10) days, the matter may be submitted to Arbitration as set out herein below provided prior written notification of the intent to proceed to Arbitration is given to the other party within fourteen (14) days after Step II has been completed.

Notwithstanding the above, if an authorized representative of the Union claims a violation of this Agreement, they may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned. If the Employer claims violation of this Agreement, it may also invoke the Grievance Procedure at Step II.

Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to the Canadian Joint

Grievance Panel Inc., established for this purpose by the Company and the Union.

### **STEP III**

Arbitration shall be before a single Arbitrator jointly agreed to by the parties. The party desiring Arbitration shall put forward the names of three potential arbitrators within fourteen (14) calendar days after having served notice of its intent to submit the matter to Arbitration.

The party receiving the notice shall within seven (7) calendar days thereafter, agree to one of the names put forward by the other party or put forward three names of its own.

### **STEP IV**

Should the parties be unable to agree on an Arbitrator, then the Minister of Labour will be asked to appoint one.

- (c) If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he 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 the period between discharge, suspension, improper layoff, and reinstatement, 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 wages at all.

The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in the Agreement, or to give any decision inconsistent with the terms of this Agreement.

The costs of the Arbitrator and related expenses shall be borne equally by the parties.

The decision of the Arbitration Board shall be final and binding upon the parties.

Failure by either party to refer the grievance to arbitration within the time limits set in Step III will render the grievance non-arbitrable.

- (d) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give him reasons for his discharge or suspension, and the Employer will give such reasons to him in writing, within seventy-two (72) hours of such request. The seventy-two (72) hours to be exclusive of Saturdays, Sundays and Holidays.

- (e) Simple letters of warning; i.e. disciplinary letter not involving suspension, copies of which shall be supplied to the employee and the Union, may remain in an employee's personnel file after one (1) year from the date of their issue but may not be considered as part of his record after that date.
- (f) 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 shall pay for all time lost by any employees as a result of such employee being called 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.

Any employee required by the Employer to be present at a meeting for the purpose of imposing discipline may ask that an available Shop Steward be present. If the representative is present, he shall in no way interfere with the Employer's investigation and any phase thereof.

## **11. TRANSFER OF TITLE OR INTEREST**

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

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. The foregoing shall not apply also in the case when the Employer obtains emergency employees from an outside labour supply agency, such as the Canadian Corp. of Commissioner, or similar agencies, when there are no bargaining unit employees available to perform the work.

## **12. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid on a weekly basis. Payment shall be by direct deposit.
- (b) 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 set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

When there is an error of short payment or any other type of error, this shall be corrected at the latest, on the next following payroll.

The employer shall indicate on each employee's T-4 slip the total amount of union dues submitted on behalf of the employee.

- (c) 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.

### **13. SENIORITY**

- (a)
  - (i) Separate full-time seniority lists shall be maintained by the Employer. One for the Victoria Armoured Branch, one for the Victoria ATM Branch, one for Victoria Money Room, one for the Vancouver Money Room, one for the Vancouver Armoured Branch, one for the Vancouver ATM Branch, one for the Kelowna Money Room, one for the Kelowna Armoured Branch, one for the Kelowna ATM Branch, one for the Kamloops Branch, one for the Nanaimo Branch, and one for the Prince George Branch.
  - (ii) One single part-time seniority list for both Armoured and ATM divisions shall be maintained by the Employer as follows: one for Vancouver/Langley (Armoured and ATM) Branch, one for Vancouver Cash Logistics, one for Victoria Branch, one for Victoria Cash Logistics, one for Kelowna (Armoured and ATM) Branch, one for Nanaimo Branch, and one for the Prince George Branch.
  - (iii) Where separate coin operations exist there shall be separate full-time and part-time seniority lists.
  - (iv) Seniority for full-time employees shall be determined by the date on which such employees become full-time employees in their respective division as applicable.
  - (v) Seniority for part-time employees shall be determined by the date on which such employees commence employment.
- (b) The lay-off and recall of employees will be based on overall seniority on each list, that is, the last hired will be the first laid off and the last laid off will be the first recalled, subject to ability and qualifications.
- (c) Promotions from part-time to full-time or to higher classifications shall be made subject to a probationary period of ninety (90) days and in accord with overall seniority on each list subject to the job posting procedure, provided the employees considered for promotion, have the ability and qualifications necessary for the higher classification. The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not be unreasonable and shall be subject to the Grievance Procedure.

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

- (d) Whenever forty (40) hours of work per week shall be regularly available to individual part-time employees, in a single division as applicable, and in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of; relief work performed for employees who are absent or on vacation, emergency, Holiday and on-call work, then an additional part-time employee shall be assigned as a full-time employee.

Where the Employer has blended runs, and those runs result in forty (40) hours of work per week regularly available to individual part-time employees on blended runs, and in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of; relief work performed for employees who are absent or on vacation, emergency, Holiday and on-call work, then an additional part-time employee shall be assigned as a full-time employee.

- (e) In the event the work requirements of the Employer shall be reduced due to loss of business or curtailment of the Employer's operation, to the point that the guaranteed number of hours of work per week shall not be regularly available to all of the full-time employees, exclusive of on-call work, the Employer shall have the right to reduce the junior full-time employee to part-time status. Such junior full-time employee shall have the option to select a reduction to part-time status or, in the alternative, layoff. Full-time employees who have been reduced to part-time status shall retain their seniority rights for the purpose of recall as if they were on layoff.
- (f) Full-time employees who have been reduced to the status of part-time employees shall hold top seniority among the part-time employees. They shall be first in line for promotion to full-time status.

Part-timers will be considered as full-time when working a full-time block for the purposes of overtime and General Holidays.

- (g) An employee shall lose seniority in any of the following events:
- 1) He is discharged for cause or during his probationary period;
  - 2) He voluntarily leaves the employ of the Employer;
  - 3) He fails to report to work after a layoff within five (5) working days after being notified by registered mail;
  - 4) He fails to report to work at the expiration of a leave of absence except for bona fide emergency;
  - 5) He is absent from work for three (3) days without notifying the Employer except for a bona fide emergency;
  - 6) He is promoted and remains outside of the bargaining unit ninety (90) days or longer;
  - 7) He has been on layoff for a period of eighteen (18) months or longer;
  - 8) Fails to apply for an FAC.

- (h) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.
- (i) Notwithstanding anything in this Agreement, an employee shall be on probation for a period of ninety (90) days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee.
- (j) The Employer will make available, during office business hours, the time cards to the Union Steward within five (5) days of a request. Such requests shall be in writing to the Branch Manager.
- (k) Where an employee fails to renew their FAC, they shall be placed on leave of absence without pay and benefits until such time as the individual receives their renewal. Once the renewal is received the employee shall be returned to their original position. The leave of absence shall be limited to six (6) months after which time the employee will be deemed to have been terminated. Should an employee's FAC or permit to carry be revoked by the proper authorities, they shall be terminated. The Employer agrees to provide notice to the employees six (6) months prior to the expiry of their FAC.
- (l) Full-time employees may request demotion to part-time status at the discretion of the Employer. Those employees who demote themselves to part-time status may do so only once during the life of the Collective Agreement. When an employee demotes to part-time they shall be placed on the part-time seniority list in accordance with their full-time seniority date. If the employee chooses to apply to and is successful in returning to a full-time job, they shall go to the bottom of the full-time seniority list as per the normal promotional rules.

#### **14. DAYS AND HOURS OF WORK/OVERTIME/COMPRESSED WORK WEEK**

- (a) A weekly schedule of work showing the days of work, days off, starting times and run assignments for all full-time employees will be posted on Thursday of the preceding week in a place visible to the employees. Once posted, changes will be made in such schedule only to meet emergencies, adjust for absenteeism, tardiness and extra work and to correct apparent errors. Vacancies appearing in the assignments may be filled by part-time employees. The Employer reserves the right to work employees in any assignment and to designate what run or job assignment an employee shall work, interchangeably within the classifications listed herein subject to the terms of this Agreement.

In the event an employee is assigned to work in a higher classification they shall be paid for all hours worked in such higher classification at the rate applicable to such higher classification and provided further, no employee shall suffer a reduction in their regular wage rates for reasons of being assigned to work in a lower classification.

Sunday, holiday and on-call work shall be treated as part of the regular work schedule. Work performed in connection with being on-call, shall not be considered as working a split shift.

- (b) Each full-time employee shall be guaranteed forty (40) hours work in five (5) consecutive days or less or the equivalent pay thereof per week. Full-time employees shall not be required to work split shifts. Part-time employees will be scheduled up to forty (40) hours of work in six (6) days based on seniority, qualifications and availability.
- (c) Any time worked in excess of eight (8) hours on an eight (8) hour shift shall be at time and one-half (1 1/2).

Any time worked in excess of ten (10) hours on a ten (10) hour shift shall be at time and one-half (1 ½ ) the hourly rate.

The Employer will continue the current practice of paying double time for overtime for all hours worked after ten (10) hours in a day, or twelve (12) hours in a day for compressed work week, for any armoured shift for employees hired before September 26, 1994.

- (d) All time worked in excess of forty (40) hours in a week will be paid at a rate of time and one-half (1 1/2).
- (e) Any employee called to work shall be paid a minimum of four (4) hours and any employee called back to work after his/her scheduled shift has been completed and he/she has left the premises shall be paid a minimum of three (3) hours at the applicable overtime rates.
- (f)
  - (i) Part-time employees will be required to submit the days they are available on the posted schedule for a two (2) week period. When this two (2) week schedule is made up the shifts/hours submitted, part-time employees will be required to be available for the scheduled shift.
  - (ii) Part-time employees will be scheduled from a part-time availability sign-up list. With respect to scheduling part-time employees, the Employer will equalize the hours worked by part-time employees, recognizing seniority, customer requirements and operational needs.
- (g)
  - (i) The Employer shall be privileged but not obligated to work full-time employees in excess of the number of hours guaranteed per week, or to work such employees on their scheduled day off.
  - (ii) Employees desiring to work such overtime shall indicate their willingness by signing the appropriate list posted by the Employer. Assignment of overtime shall be given to those employees who have signed the lists beforehand. Overtime shall be assigned to the employees who normally perform the work on a voluntary basis in that branch or division.

- (iii) Hours of work in excess of those guaranteed each week to a full-time employee will be assigned as applicable in the following order:
1. To part-time employees until interest is exhausted.
  2. To full-time employees who have signed the overtime availability list in order of seniority or until interest is exhausted.
  3. Where there is not a sufficient number of employees to perform the work required the junior full-time employee(s) shall be required to take the assignment, and provided the employees are qualified to perform the work available and have the appropriate A/B access capability.
- (h) Employees may be required to be available for work on an "on-call" basis. On-call shifts shall be nine (9) hours or less of on-call time as designated by Management. If called to work while on-call, an employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the employee's regular hourly rate. Employees shall be paid \$25.00 per shift while on-call, which will increase at a rate of 3.00% per year on the anniversary date of the collective agreement. On-call is defined, as all time not considered work time for which the employee will be responsible to be in communication with the Employer. On-call hours shall not be considered hours worked. Work performed in connection with being on-call shall not be considered as working a split shift. The hours worked when called into work while on-call shall be added to the accumulated hours of work for that week. Working time is defined as that time engaged in duties on behalf of the Employer at the facility.
- On-call hours shall not be considered as part of the weekly guarantee of hours for full-time employees. This shall apply to Article 13 (d) and (e).
- Regularly scheduled full-time service crews shall not be considered as being on-call.
- On-call shall be assigned in the following order:
1. Qualified volunteers (part-time first, full-time second by seniority)
  2. Part-time on junior force basis (based on availability)
  3. Full-time on a junior force basis
- (i) The parties agree that compressed work week shifts may be scheduled at any facility under the following conditions:
- 1) A compressed work week shift shall be composed of a maximum of four (4) consecutive days.
  - 2) Whenever practical, the shifts for each day will not greatly exceed ten (10) hours.



- 3) The wages for each day shall be calculated as follows:
  - (i) Armoured Car employees hired prior to September 26, 1994:
    - a) First ten (10) hours - Regular rate of pay.
    - b) Ten (10) to twelve (12) hours - 1 1/2 times regular rate of pay
    - c) Over twelve (12) hours - Two (2) times regular rate of pay
  - (ii) ATM Employees and employees hired after September 26, 1994:
    - a) First ten (10) hours - Regular rate of pay
    - b) Over ten (10) hours- 1 1/2 times regular rate of pay
- 4) Pay for a Statutory (General) Holiday shall be ten (10) hours at the regular rate of pay plus any time worked at the applicable rate.
- 5) When a full compressed work week is to be assigned, it shall be assigned as a block to the most senior part time employee requesting same.
- 6) All work done on a scheduled day off by an employee working a compressed work week shall be considered as overtime and shall attract the applicable rate of pay.
- (j) 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 times (1 1/2) their regular hourly rate until such eight (8) hour period is over.

## 15. LUNCH AND REST PERIODS

- (a) Employees working shifts of five (5) hours or more shall receive a half (1/2) hour off. Lunch periods shall commence no earlier than three (3) hours after the start of the shift. Such time shall not be considered as time worked, except in the event a crew member is required to remain on the armoured vehicle or on the Employer's premises during his lunch period. Such time shall be considered as time worked.

The designated employee to remain on the armoured vehicle during lunch must be confirmed with Management as noted on the employee's time cards at the end of his/her shift.

- (b) Employees shall receive a fifteen (15) minute break during each four (4) hours worked. Such breaks will be made on the route without appreciable deviation from the approved or an established schedule.
- (c) It is recognized and understood that from time to time, it may be necessary to interrupt or forego lunch and/or rest periods because of service demands.

Should Management require it necessary to forego or interrupt lunch and/or rest periods, employees shall be compensated at the applicable rate of pay.

- (d) In the event that employees are required to layover during one round trip or run away from their Branch, they shall be compensated for that layover as follows:

For the first 14 hours of each layover – no pay.

For the next 10 hours of layover – paid at normal straight time rates

Such time shall not be considered as time worked for the purposes of overtime or for the purpose of meeting the weekly guarantee.

- (e) In the event that employees are required to layover during one round trip or run away from their Branch, they shall receive a daily per diem amount of thirty-six dollars (\$36.00) effective upon ratification and will be increased by one dollar (\$1.00) per year on the anniversary dates of the collective agreement.
- (f) The Employer will continue its practice regarding accommodations on overnight stays for over the road crews. Wherever possible the employer will provide separate sleeping accommodations for employees required to stay over night while on highway runs.

## **16. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdictions, 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 invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) 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 10 herein. In no event shall the proposed alternative solution or replacement provision require a greater financial commitment on the part of the Employer during the term of this Agreement.

## **17. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.

- (b) Any employee who considers that any equipment or practice being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions subject to the provisions of Part II of the Canada Labour Code.
- (c) The Employer and the Union agree to adhere to the terms of Section 135 and 136 of Part II of the Canada Labour Code with respect to the formation and mandate of the Health and Safety Committee. Joint Union-Management Health and Safety Committees shall be formed at each facility to which the Union will elect or appoint three (3) in Vancouver, two (2) in Victoria, two (2) in Kelowna, one (1) in Kamloops, one (1) in Nanaimo, and one (1) in Prince George.
- (d)
  - (i) In order to comply with local authorities and Provincial standards in respect to the transportation of firearms and availability of range facilities, the Employer will provide employees with the necessary equipment and training to enhance their proficiency in the safe handling of firearms.
  - (ii) It is understood and agreed that it is in the best interest of the employees and the general public that employees be limited to three (3) qualification tests to achieve the accepted standards set out by the Province of British Columbia. Should an employee not achieve these standards he/she will be provided with remedial training prior to the next qualification test. Failure to achieve these standards will result in loss of seniority and the employee will be given the option to resign or be reclassified to other duties if available.  
  
 For the purposes of the mid-year qualification, employees will be limited to three (3) qualification tests to achieve the accepted standards set out by the Province of British Columbia. Should an employee not achieve these standards, he/she will be provided with remedial training prior to each qualification test. If after three (3) tests and remedial training an employee is unable to achieve the standards they will be taken out of service and placed on a leave of absence without pay until they are able to meet the standards. Once they have achieved the standards they will be placed back on the schedule. For full-time employees there will be no loss of seniority provided they achieve the standards within one month of being taken out of service.
- (e) The Employer will provide adequate ammunition and paid range time of up to eight (8) hours per year for practice with qualified instructor, as required by the Employer. Such requirements will include semi-annual and annual qualifications.

## 18. MANAGEMENT RIGHTS

The Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote, demote for cause,

discipline or discharge employees for cause, or layoff forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to promulgate rules and regulations from time to time. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement. Provided, however, the Employer agrees that any exercising of these rights and powers shall not conflict with any provisions of this Agreement.

## 19. MEDICAL EXAMINATIONS

- (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. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

Employees will promptly agree to sign a medical information release form required by the doctor of the Employer only for the medical incident referred to.

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 shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
- (ii) If the medical examination is required by the Employer to be taken after working hours or on Saturday, the employee will be paid three (3) hours at the applicable rate of pay.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (i) 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 personal physician.
- (ii) 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.
- (iii) The findings of the consultant shall be final and binding upon all parties.

- (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on 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 regularly assigned duties.
- (c) Where any employee drives a motor vehicle in the course of his/her employment is required to take a medical examination to verify his/her right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

## **20. TRUCK MAINTENANCE AND SAFETY**

- (a) 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 prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified. In the event an employee determines that a vehicle is in unsafe operating condition, the employee shall request that a supervisor confirm this. If the supervisor concurs, he shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected. Nothing in this clause shall supersede the provisions of Section 128, Part II of the Canada Labour Code.
- (b) All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.
- (c) All units shall have adequate heaters, windshield wipers, defrosters and functioning air conditioning units.
- (d) Employees shall immediately or at the end of their shift, report all such defects of equipment. The report 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 and one copy to the safety committee.
- (e) 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 for exceeding legal load limits.

## **21. TRAFFIC TICKETS**

- (a) No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for the payment of such citation. Traffic tickets or citations issued 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.

- (b) Moving violations shall be the sole responsibility of the driver, e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.
- (c) If a driver is charged for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's loss of wages.

## **22. TOOLS**

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

## **23. TECHNOLOGICAL AND MECHANICAL CHANGES**

- (a) Definition: Technological and mechanical changes shall be defined to mean the 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 the laying off of regular employees.
- (b) Recognition by Parties: The parties of 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 affects that may result from such changes.
- (c) Prior Notification: The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological mechanical changes as defined in (a) above, and the matter shall immediately become a topic of discussion between the Company and the Union and particularly with regard to:
  - (i) The effect such changes will have on the number of employees within the bargaining unit.
  - (ii) The probable effect on working conditions.
  - (iii) Any changes in job classifications.
- (d) Full-time employees with one (1) year or more of service whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer subject to a maximum of six (6) weeks pay, at the rate of pay the employee was receiving on the date of termination.

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

- (e) Training: In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority 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, this shall include wages. In cases where training is required due to existing legislation, new legislation or changed legislation by outside agencies such as government, city, etc., the Employer will pay for the cost (excluding wages) of the course.

## **24. JOB POSTING**

In the event that a full-time classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends. The senior full-time employee applying who has the ability and qualifications to do the job shall receive such job. For bid positions if the full-time employee who assumes the original vacancy creates a full-time vacancy, the new vacancy will be filled from the pool employees as per Article 26 (e). In the event no full-time employees apply or in the event none are qualified, part-time employees who have applied and are qualified shall be considered.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his/her former position without loss of seniority.

It is the responsibility of employees to complete the Vacancy Selection Form prior to departure on vacation or immediately upon commencement of other authorized leaves. Employees will identify vacancies for which they wish to be considered under the terms of the collective agreement.

If an employee is away on authorized leave and applies for a posted vacancy through the Vacancy Selection Form, and is deemed to be qualified and able to perform the position, the position will be held in escrow pending the return to active duty of the employee. The employee will not be entitled to the wages, benefits and terms and conditions of the position until they return to active duty.

## **25. PENSION PLAN**

The Employer shall maintain a non-contributory Pension Plan for the benefit of its full-time employees and those part-time employees who qualify under statutory regulations hereby covered. The annual pension benefit payable at an employee's normal retirement date will be calculated as follows:

- (a) \$66 multiplied by the years of credited service (to a maximum of 25 years), plus

- (b) 1.65% of your annual plan compensation in excess of \$7,800 multiplied by the years of credited service (to a maximum of 25 years).

Annual plan compensation will be based on the three (3) consecutive calendar years before retirement during which your compensation (as defined in the Plan) from the Company is the highest. A maximum of twenty-five (25) full years of credited service will be used in determining annual pension benefits.

Employees in Kelowna, Kamloops, Nanaimo and Prince George will become eligible to accumulate service for pension purposes beginning the date of ratification.

## 26. PICK OF RUNS

- (a) (i) On March 15<sup>th</sup> for the first Sunday in April, and on September 15<sup>th</sup> for the first Sunday in October, all full-time employees, in order of their seniority, shall be eligible to bid for and assigned to blocks of runs as determined by the Employer, under the terms and conditions hereinafter set forth. Upon thirty (30) days notice the Employer may schedule an additional bid. When such a new bid occurs, it shall not displace the fiscal bids.
- (ii) To be eligible to bid, the aforementioned employees must be qualified to and capable of performing all duties required in the classification in which they bid.
- (iii) Employees who are ineligible to bid will be assigned at Management's discretion, and will be offered an opportunity to bid, in order of seniority on permanent vacancies for established blocks of runs when they become available.
- (iv) On Thursday of the week proceeding, the Employer shall post a weekly schedule. Vacancies that occur after the schedule is posted shall be filled at the Employer's discretion. In the event there is an insufficient number of qualified employees to perform specific work assignments, the Employer reserves the right to remove junior qualified employees from a bid run position to fill necessary vacancies.
- (b) (i) Refusal or Removal from a Run: The Employer may refuse assignment to a run for which an employee has bid for just cause and once having assigned an employee to a run, may remove him for just cause. The action of refusal shall be a proper subject of the Grievance Procedure. Persons so removed or refused shall be assigned to the pool pending the determination of the grievance, if any.
- (ii) Once an employee has signed up for and has been assigned to a block of runs, he shall remain there until the next general sign-up, except in those cases listed heretofore.



- (iii) Should any employee fail to sign for a position after one week posted notice, he shall be advised by the Employer, in writing, that he is being bypassed and only the unsigned positions will be available to him when he does decide to sign for this position.
  - (iv) In the event any employee shall be absent during the period of time when the positions are posted and signed for, he shall fill out and sign a sheet showing his first, second and third choices for positions to which his seniority would entitle him and leave this with the Branch Manager and Shop Steward or their designates; his name shall be signed to the position available at sign-up time in accordance with his selections.
  - (v) In the alternative, an employee may forego this procedure and sign for whatever position is available upon his return.
- (c) Holiday Weeks: Employees may be given different assignments during the week in which one of the General Holidays occurs due to changing customer's requirements during those weeks.
- (d) (i) Revision of Runs: In order to meet the needs of customers and improve the efficiency of the operation, runs may be changed from time to time by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If runs shall be unusually late coming in due to breakdown or other causes to the point that it cannot meet the Employer's commitment to the customer, a crew or another run may be assigned to extend its run and make such pickup or perform such other duties on the late run in order to meet the obligation of the Employer with respect to the customer involved on the late run.
- (ii) A weekly schedule showing which truck shall be used on each run shall be posted as per the present practices, provided, however, the Employer shall be privileged to change such vehicle assignment as it sees fit.
- (iii) Merging - In the event two (2) or more runs are merged, the employees on said runs shall bid on the runs affected in order of overall seniority for the right to remain on the merged run or revert to the pool of unbid employees.
- (iv) Elimination of Runs - In the event a run shall be eliminated, the employees on that run shall revert to the pool until the next general bid.
- (v) Addition of Runs - In the event a run shall be established, assignments to that run shall be made from the pool of unbid employees until the next general bid.

- (e) Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:

Permanent vacancies such as retirement or death shall be bid from the pool. Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool as per Article 14(g)(iii).

Emergencies - In case of emergency when it becomes necessary to send a run out on schedule, employees may be moved from their bid assignments and sent out to cover the emergency.

In the event there is an insufficient number of employees qualified in the pool to perform the work assignment, the Employer reserves the right to remove a junior qualified employee from a bid run to fill necessary vacancies.

- (f) **Part-time Bid**

Part-time employees, by division will have bid opportunities based on seniority up to 75% of available shifts. Such bids will run concurrently with full-time bids.

It is understood that available shifts are not meant to include vacation relief, Worker's Compensation, Long-Term Disability, sick book-off or any other item outside the normal available number of shifts.

Available shifts will be posted individually, and/or in blocks, and may be bid by part time employees, in order of seniority.

While the Company will endeavour to maximize the number of hours in each shift, it is understood each shift carries no hours of work guarantees.

Once all available part-time bid shifts have been filled, remaining shifts will be assigned from the remaining pool of part-time employees on a basis that equalizes (based on seniority and shift/employee availability) the number of shifts worked to each employee on the part-time seniority list. It is understood the Employer requires equalization to ensure a sustainable pool of part-time employees.

In the event a part-time employee is assigned to cover a vacant full-time bid, the equalization will not apply. In cases involving modified work weeks, overtime will be paid as per the modified work week agreement (4 day block, overtime after ten).

Failure to exercise one's right to bid will lead to the elimination of further bidding rights until the next bid.

Part-time bid employees are still required to complete availability sheets each week to indicate availability for remaining shifts, subject to the equalization provisions noted.

If a part-time employee fails to complete a bid shift on two separate occasions, without authorization, he/she will be considered to have forfeited their bid. This bid will be reposted to bid from the remaining pool, unless 30 or less days remain in the existing bid. Employees who forfeit a bid revert to the pool subject to equalization as noted above.

There shall be no provisions that would limit the Employer's rights should runs be eliminated, merged, or added.

**(g) Blending of Runs**

Based on customer requirements and operational needs the Employer may blend armoured and ATM runs to improve the efficiency of the operation. The blending of the runs will be based on the following criteria:

- (i) For runs consisting of three (3) persons, the crew will consist of a messenger or crew chief which ever is higher rated, a driver and ATM Technician or in locations which do not utilize a driver, there will be two ATM Technicians.
- (ii) For runs consisting of two (2) persons, the crew will consist of a messenger or crew chief which ever is higher rated and an ATM Technician.

**27. CLASSIFICATIONS AND WAGE RATES**

A.T.M. Technicians shall be those employees whose work for the Employer shall consist among other things, of general maintenance and service of A.T.M. units, replenishing of cash for A.T.M. units, balancing A.T.M. units relative to cash holding, removing customer deposits from the A.T.M. units, operating motor vehicles and providing necessary security in connection with the A.T.M. operation.

It is understood that the bank night depository work, as described below, falls in the category of A.T.M. work.

Amongst other things, Night Depository Work consists of the picking up and signing for cash shipment from the bank cash centre, carrying currency into the branch, servicing A.T.M. and Night Depositories in joint custody, counting and verifying in joint custody the depository contents, cash shipments' delivery to the branch and left in the night depository.

Crew Chief shall be assigned at the discretion of the Employer. The Crew Chief is under the supervision of the Manager, Assistant Manager, Supervisors and Dispatchers. The Crew Chief shall exercise immediate supervision over his/her crew for the full duration of the shift and ensure the crew perform their respective duties in a proper and secure manner, with particular reference to security, customer service and productivity.

ATM Technician "A": Shall be those full-time employees currently working in the classification who have worked continuously as a full-time Technician for more than twelve (12) consecutive months.

ATM Technician "B": Shall be those employees currently working in the classification who have worked as a full-time ATM Technician continuously for a period of less than twelve (12) consecutive months.

ATM Technician "C": Shall be those employees who are part-time ATM Technicians.

### **Armoured, Vault, Turret Divisions**

Messenger - All messengers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of endorsing cheques, and/or receipting for parcels.

Armoured Driver - All drivers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of operating motor vehicles, and/or acting as guards.

Guard - All guards shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of guard work.

Assistant-Cashier - The classification of Assistant-Cashier may be a relief classification to be applied in the event a truck employee is assigned to replace the cashier on duty and performs all of their functions. It shall not apply in the case when the truck employee merely assists the Cashier or Assistant-Cashier on duty.

Turret Guard - Turret guards shall be those employees whose work for the Employer shall consist of, among other duties considered as bargaining unit work, of being assigned to the Employer's premises for the purpose of protecting the Employer's personnel and the shipments and property for which the Employer is responsible.

Money Room Employees - The duties of the Money Room employees will amongst other things, consist of counting and receipting for shipments of currency, maintaining daily work records required by the currency processing operations, arrange bags, trays, carts, unwrapping material boxes, hand trucks and other supplies; they will also count, sort, package, load and unload currency load, unload and balance A.T.M. cassettes, clean, adjust and maintain currency machines.

Assistant Cashier shall be a relief classification only to be applied in the event a truck employee assigned to replace non-union vault personnel on duty.

Coin Roller - The duties will, amongst other things, consist of sorting, verifying, balancing commercial and financial institution coin, wrapping, boxing and/or bagging to Canadian standards and maintaining daily work records required by the client and Employer.

Lead Hand Trainer: The Employer will establish in each division, at its discretion, Lead Hand Trainers whose responsibility it shall be to provide on-the-job training and assessment as directed by management.

The Lead Hand Trainer will be paid a premium of one (1) dollar on the employees existing classification for all hours scheduled and time actually spent as training time.

There will also be full-time Lead Hand Trainers that will be paid a premium of one dollar (\$1.00) per hour for all hours worked. There will be the following number of full-time lead hand trainers per branch:

Vancouver	2
Victoria	2
Kelowna	2

Prince George and Nanaimo will have one (1) Lead Hand Trainer as required and at the discretion of management.

Lead Hand Trainers' hours of work will be dictated by the requirements of the training being provided.

New employees shall receive a minimum of ten (10) days of training prior to being assigned as a working member of the crew.

## **28. NO STRIKE OR LOCKOUT**

During the term of this Agreement, the Employer agrees that there shall be no lockout and the Union agrees that there is to be no strike, work stoppage or other interruption of the Employer's business.

## **29. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

## **30. MINIMUM STANDARDS**

- (a) It is intended that the provisions contained in the Canada Labour Code and Regulations, presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Code such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Code, then the provision contained in the Code shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.

In the event a dispute arises respecting the application or interpretation of any provision of the Code which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

### 31. ANNUAL VACATION

- (a) No later than January 1st 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 vacation on such list at a time same is desired, and such request must be completed by March 1st of each year. The Employer shall indicate on such list or lists the maximum number of employees who may be off on vacation during each week of the year.
- (b) Such vacations shall be taken in one (1) unbroken period unless requested by the employee, who shall have the sole rights to decide whether their vacations shall be in one (1) period or split. However, no employee may split his vacation within the period of May 15th through September 15th. The second or other part of the split must be outside this period. A maximum of fifteen percent (15% - rounding off to .5 and up) of the total number of full-time shall be allowed off on vacation during any one week during the vacation period extending from January 15th to December 15th of each year.

There shall be a maximum of two (2) employees off on vacation during the period of December 15th to January 15th.

- (c) In the event an employee shall fail to select his vacation on or before March 1st, the Employer reserves the right to assign such employee's vacation period.
- (d) Vacation entitlement for full-time employees shall be as follows:

For the following full-time Vancouver employees hired or promoted before September 26, 1994.

BRANDT	MAH	BRIGGS
CHURKO	RIEVELEY	CROQUET
ROBERTSON, D	FREEMAN, R.	RYAN
SELLARS	SANTINI	HALFORD
SCHOTT		

Year of Employment	Weeks Entitlement	Hours Pay	Applicable Percentage
1	3	120	6%
8	4	160	8%
15	5	200	10%
20	6	240	12%

For all other full-time employees.

<b>Year of Full-Time Employment</b>	<b>Weeks Entitlement</b>	<b>Hours Pay</b>	<b>Applicable Percentage</b>
1	2	80	4%
5	3	120	6%
11	4	160	8%
18	5	200	10%

Full-time employees shall receive vacation pay at the rate he/she is earning at the date he/she takes his vacation or, the applicable percentage of his annual gross earnings for the preceding anniversary year, whichever is greater.

For the purpose of determining an anniversary year of employment, to qualify a full-time employee for vacation and vacation pay, the date of hire as, or promotion to, full-time shall be deemed the anniversary date.

- (e) Part-time employees shall receive vacations and vacation pay in accord with the minimum requirements of the Canada Labour Code.

Part-time employees must notify the employer by January 15<sup>th</sup> of each year of their intent to take vacation and receive their vacation pay at the time of the vacation. If they fail to notify the employer of their intent, they will be paid out for vacation on the first pay in February of the following year.

## **32. GENERAL HOLIDAYS**

- (a) The following days shall be recognized as holidays for full-time employees:

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

All full-time employees shall be paid applicable straight time pay for all such holidays regardless of which day in the week the Holiday falls. Such hours will be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee. Part-time employees shall have their holiday pay calculated in accordance with the provision outlined in Division V of Part III of the Canada Labour Code.

- (b) The provision of the Canada Labour Code will apply to all part-time employees with respect to General Holiday Entitlement.

Employees who shall be required to work a shift which commences at any time during a General Holiday or on a shift which carries over into a General

Holiday shall in addition to their regular holiday credit, receive time and one-half their regular hourly wage rates for all hours on the General Holiday.

If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday or a day's pay, whichever the employee chooses. Should an employee choose a day off in lieu of the holiday, such day off shall be taken within ninety (90) days following the holiday. The provisions of Article 31 (b) shall apply with respect to the number of employees allowed off between December 15 and January 15.

If during the life of this Agreement, the Federal 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.

- (c) For employees who work on a General Holiday, they shall be paid in addition to their regular rate of wages for that day, at a rate equal to one and one-half (1 1/2) times their regular rate of wages for the time that the employees works on that day.

### **33. SICK LEAVE BENEFITS**

- (a) Full-time employees with five (5) or more years of service shall be eligible for six (6) sick days per year commencing January 1<sup>st</sup> each year. All other full-time employees shall be eligible for five (5) sick days per year.
- (b) Full-time employees shall be eligible for sick leave with pay when absent from work because of a bona fide illness or accident up to the amount remaining in their sick leave bank. Payment will commence from the first day of any individual illness.
- (c) 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.

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

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.

An employee who needs to use his or her sick days' full complement would have to reimburse the amount used but not earned at the time of termination. The amount recaptured would be at the rate of four (4) hours per month.

The Employer shall pay the costs of any medical documentation required by the Company.



### **34. HEALTH AND WELFARE**

- (a) Effective November 18, 1999, the Employer agrees to provide a benefit plan (the "Plan"), which shall be described in detail in a separate document, for all full-time employees covered by this Agreement. The Plan coverage and type of coverage is as described in the applicable Plan Division document.

Plan No. 71877-05

- (b) The Employer agrees to be responsible for the cost of providing benefits under the Plan, including any increases necessary to maintain the level of benefits during the term of this Agreement. The Employer agrees to pay for any increases in BC Medical over the term of this Agreement.
- (c) The Employer shall continue to pay the BC Medical premiums for all full-time employees.
- (d) The Employer shall continue to provide benefits in accordance with the provision herein on behalf of employees who are absent from work due to an illness or accident on a leave authorized by this Agreement for a period of fifty-two (52) weeks. For employees who become laid off, the Employer shall continue to provide benefits under the Plan for a period of one (1) month following the month in which the employee was laid off.
- (e) The Employer shall retain twelve twelfths (12/12) of the EI premium reduction in return for negotiated increased plan benefits.

### **35. DURATION OF AGREEMENT**

- (a) This Agreement shall be in full force and effect from January 16, 2006 to January 15, 2011, for five (5) years, 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, 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.
- (b) The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Armoured Car Industry and of the Employer at all times while this Collective Agreement is in force.

- (c) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

DATED at Vancouver, British Columbia, this        day of        , 2006.

SIGNED ON BEHALF OF  
THE EMPLOYER:

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SIGNED ON BEHALF OF  
THE UNION:

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**APPENDIX "A"**  
**WAGE SCHEDULE AND EFFECTIVE DATES**

	Jan 16/06	Jan 16/07	Jan 16/08	Jan 16/09	Jan 16/10
<b>Kelowna Full Time</b>					
Assistant Cashier	\$15.31	\$15.84	\$16.60	\$17.18	\$17.87
Messenger	\$15.24	\$16.04	\$16.60	\$17.18	\$17.87
Driver	\$14.70	\$15.31	\$15.85	\$16.40	\$17.06
Guard	\$14.51	\$15.31	\$15.85	\$16.40	\$17.06
Turret Guard	\$12.66	\$13.47	\$13.94	\$14.43	\$15.01
Senior ATM Tech	\$15.50	\$16.04	\$16.60	\$17.18	\$17.87
ATM Tech A	\$14.79	\$15.31	\$15.85	\$16.40	\$17.06
ATM Tech B	\$14.46	\$15.31	\$15.85	\$16.40	\$17.06
Moneyroom Clerk	\$11.53	\$11.93	\$12.35	\$12.78	\$13.29
<b>Kelowna Part-Time</b>					
Assistant Cashier	\$13.01	\$13.27	\$13.54	\$13.81	\$14.16
Messenger	\$12.63	\$12.88	\$13.14	\$13.40	\$13.74
Driver	\$12.63	\$12.88	\$13.14	\$13.40	\$13.74
Guard	\$12.63	\$12.88	\$13.14	\$13.40	\$13.74
Turret Guard	\$11.17	\$11.39	\$11.62	\$11.85	\$12.15
ATM Tech C	\$12.86	\$13.12	\$13.38	\$13.65	\$13.99
Moneyroom Clerk	\$10.01	\$10.21	\$10.41	\$10.62	\$10.89
<b>Vancouver/Victoria/Langley Full-Time</b>					
Assistant Cashier	\$18.39	\$18.71	\$19.03	\$19.51	\$20.10
Messenger	\$18.12	\$18.57	\$19.03	\$19.51	\$20.10
Driver	\$17.73	\$18.17	\$18.62	\$19.09	\$19.56
Guard	\$17.13	\$17.56	\$18.17	\$18.81	\$19.56
Turret Guard	\$14.03	\$14.93	\$15.30	\$15.68	\$16.15
Coin Roller	\$12.38	\$12.69	\$13.01	\$13.34	\$13.74
Senior ATM Tech	\$17.68	\$18.57	\$19.03	\$19.51	\$20.10
ATM Tech A	\$16.77	\$17.56	\$18.17	\$18.81	\$19.56
ATM Tech B	\$16.22	\$17.23	\$18.01	\$18.81	\$19.56
Moneyroom Clerk	\$12.63	\$13.04	\$13.46	\$13.90	\$14.42
<b>Vancouver/Victoria/Langley Part-Time</b>					
Assistant Cashier	\$13.72	\$13.99	\$14.27	\$14.56	\$14.92
Messenger	\$13.31	\$13.58	\$13.85	\$14.13	\$14.48
Driver	\$12.70	\$12.95	\$13.21	\$13.47	\$13.81
Guard	\$12.33	\$12.58	\$12.83	\$13.09	\$13.42
Turret Guard	\$10.91	\$11.13	\$11.35	\$11.58	\$11.87
ATM Tech C	\$13.92	\$14.20	\$14.48	\$14.77	\$15.14
Moneyroom Clerk	\$11.00	\$11.22	\$11.44	\$11.67	\$11.96
Coin Roller	\$10.09	\$10.29	\$10.50	\$10.71	\$10.98

	Jan 16/06	Jan 16/07	Jan 16/08	Jan 16/09	Jan 16/10
<b>Prince George Full-Time</b>					
Senior ATM Tech	\$15.50	\$16.04	\$16.60	\$17.18	\$17.87
ATM Tech A	\$14.79	\$15.31	\$15.85	\$16.40	\$17.06
ATM Tech B	\$14.46	\$15.31	\$15.85	\$16.40	\$17.06
<b>Prince George Part-Time</b>					
ATM Tech C	\$12.86	\$13.12	\$13.38	\$13.65	\$13.99
<b>Nanaimo Full-Time</b>					
Senior ATM Tech	\$15.50	\$16.04	\$16.60	\$17.18	\$17.87
ATM Tech A	\$14.79	\$15.31	\$15.85	\$16.40	\$17.06
ATM Tech B	\$14.46	\$15.31	\$15.85	\$16.40	\$17.06
<b>Nanaimo Part-Time</b>					
ATM Tech C	\$12.86	\$13.12	\$13.38	\$13.65	\$13.99

