



Memorandum of Agreement

for renewal of the collective agreement

between

**GardaWorld Cash Services Canada Corporation
or
GardaWorld (Victoria)**

and

Unifor, Local 114

March 25, 2015

Unifor Local 114 & GardaWorld Victoria

Unless specifically listed, all articles not mentioned are to remain in the collective agreement and articles will be renumbered by mutual agreement if necessary. No article shall be deleted from the collective agreement unless specifically signed off by both parties.

The Union and the Company agree to the following amendments to the Collective Agreement between the parties.

HOUSEKEEPING

- Change all references to Unifor where applicable
- Renumber articles where necessary
- Change all references from Spencer Mohart Consultants to B.G. Benefits where applicable
- Replace all reference to “G4S Cash Solutions (Canada) Ltd.” with “GardaWorld Cash Services Canada Corporation” throughout the Collective Agreement
- Replace all reference to “G4S.” with “GardaWorld” throughout the Collective agreement
- Amend Company name to read as follows “GardaWorld Cash Services Canada Corporation”, referred to as “GardaWorld”.

ARTICLE 1 – DEFINITIONS

➤ **AGREED Regular Part time begins at 32 hours**

1.05 Regular Part-time Employees

Are those regular part time employees who are not regularly scheduled for or guaranteed forty (40) hours per week but are available to work for the Employer at all times and make the Employer their principal place of employment and who regularly work ~~thirty-six (36)~~ **thirty-two (32)** hours per week, exclusive of all absenteeism including WCB, sickness, vacation, leaves of absence, etc.

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

1.14 Alternate Employment

➤ **AGREED New Article**

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

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

ARTICLE 2 – DURATION OF AGREEMENT

➤ **AGREED Three Years**

2.01 Duration of Agreement

This Agreement shall be in full force and effect from and including February 1, 2015 up to and including January 31, ~~2018~~ and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to a conclusion or renewal of a collective agreement or a new collective agreement.

ARTICLE 8 – LEAVES OF ABSENCE

➤ **AGREED Swap order a) & b)**

8.07 Unacceptable Leaves

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

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

ARTICLE 14 – GRIEVANCE PROCEDURE

➤ **AGREED DELETE three person arbitration board**

➤ **AGREED MODIFY single arbitrator clause**

➤ **AGREED REPLACE “Arbitration Board” or “Board of Arbitration” with “Arbitrator” where applicable**

14.02 Steps

Delete (c) Step 3 – Arbitration Board

ARTICLE 14 – GRIEVANCE PROCEDURE (CON'T)

Modify

14.03 Arbitrator

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

ARTICLE 17 – GENERAL HOLIDAYS

➤ **AGREED ADD Family Day**

17.01 Statutory Days

The following days shall be recognized holidays:

- New Year's Day
- **Family Day**
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

17.05 Vacation & Banking

AGREED

- (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 days pay, whichever the employee chooses.

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

ARTICLE 19 – SENIORITY

AGREED Modify article to accommodate desire for stability in the Vault position

19.02 Transfer

a) Any employee transferred from one (1) Seniority List to another Seniority List shall maintain his/her over all employee's seniority provided that any employee who transfers from one (1) Seniority List to another whether it be a Seniority List at a location or Seniority Lists between different locations, shall be at the bottom of the list for all functions that affect employees on that list.

b) Regular part-time employees from either list may fill in on either list without affecting their seniority.

c) Employees **posting** into the Vault **and coin room** position will remain in that **Department position** for a minimum of one (1) year and may opt to leave that position to coincide with subsequent **spring** signups (~~March and September of each year~~)

d) One (1) month's notice of the intent to leave the Vault position prior to the sign up is required. In-plant

personnel at the discretion of the Employer may provide vault relief in the event of an emergency.

e) At the spring sign up the employer shall post the Vault and Coin Room positions. At the spring sign up the employer shall post a Vault and Coin Room Relief position.

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

19.09 LOSS OF SENIORITY

AGREED Delete #8

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 ninety (90) 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 (65th) birthday.~~

ARTICLE 20 – DAYS & HOURS OF WORK AND OVERTIME

AGREED

20.01 Days & Hours

- a) Regular full-time employees shall be guaranteed forty (40) hours of work in five (5) or less consecutive days, **Sunday through Saturday** or the equivalent thereof, in pay each week, provided they are available for work and able to perform the work on each of their scheduled days of work for the week. There shall be no split shifts.

ARTICLE 42 – NEW BRANCH OR DATELLITE OPERATIONS OR CLOSURES

AGREED New Article

42.04 Mutual Assistance

- a) Casual **or part time** employees from one branch may be used in other branches operated by the Company on Vancouver Island when there is no other regular employees at the affected branch who wishes to

perform the work at regular time or overtime rates. Casuals **or part timers** will be offered the chance to fill the vacancy, however, will not be compelled to fill the vacancy and this also applies to declared casuals.

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

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

- c) An employee required to use their own car for transportation will be reimbursed with the company’s designated rate per kilometer.

Employees will only use their vehicle provided their vehicle insurance is sufficient to cover such usage.

- d) If required to stay away from their home branch overnight the employee will be paid for their hours worked at the applicable rate plus twenty-four dollars (\$24) per day for meals and the Company will pay for lodging.

ARTICLE 46 – WAGE RATES AND CLASSIFICATIONS

- **Agreed INCREASE all wages by fifty cents (\$0.50) each year**
- **Agreed ADD Wording for the Two Person All Off Crews**

46.01 Rate Table

<u>Classification</u>	<u>Current</u>	<u>Increase</u>	<u>Feb 1/15</u>	<u>Increase</u>	<u>Feb 1/16</u>	<u>Increase</u>	<u>Feb 1/17</u>
Custodian	21.79	0.50	22.29	0.50	22.79	0.50	23.29
ABM Service	20.57	0.50	21.07	0.50	21.57	0.50	22.07
Driver	20.31	0.50	20.81	0.50	21.31	0.50	21.81
Guard	18.33	0.50	18.83	0.50	19.33	0.50	19.83
Route Casuals	16.71	0.50	17.21	0.50	17.71	0.50	18.21
Vault	21.79	0.50	22.29	0.50	22.79	0.50	23.29
Cash Cage Turret	16.71	0.50	17.21	0.50	17.71	0.50	18.21
In-plant Casuals	13.92	0.50	14.42	0.50	14.92	0.50	15.42

Notes

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

LETTERS & APPENDIXES

- **AGREED RETAIN all**
- **AGREED ADD New Relief Letter**

Letter of Understanding #6 Regular Part Time Position Relief

GardaWorld Victoria will implement a new position designed for the purpose of ensuring ongoing performance at the branch during periods of vacation and unexpected absences. The conditions of employment are as follows:

The employee selected will receive no guarantee of work, however may work up to forty hours per week, if available, at straight time and will have first bid on available hours due to vacancies in the work schedule.

This “first bid” will apply only in the event that others senior in position have achieved their hourly straight time guarantee and the relief employee has not yet achieved thirty-two (32) hours of scheduled work.

The selected employee will receive the wages and benefits for the classification worked, however, will receive only hours worked.

The senior “Declared Casual” will have the first opportunity to bid on this position provided she/he is qualified to work in the positions as they become available.

This position is NOT a signed position – it is a relief position and the employee accepting this position must have the flexibility to adapt to the branch job vacancies as they become available. GardaWorld management will make every effort to provide as much notice as possible when vacancies in the schedule appear.

Management reserves the right to assign this employee to work in any position as a result of vacation or illness.

This letter will be reviewed annually to determine the viability of retaining the position at the branch.