

SECURICOR

ASSOCIATION

OF

NOVA SCOTIA

10435(02)

## **PREAMBLE**

It is the desire of the Employer and Association to enter into an Agreement governing the wages, hours of work, and working conditions of the employees of the Employer in the classifications listed in the appropriate article contained herein and to prevent strikes, lockouts and other work stoppages and/or slowdowns during the term of this Agreement.

The parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

Both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

It is agreed by both parties hereto, that during the life of this Agreement or while negotiations for its amendment, renewal or any proposed additional amendments are in progress, there shall be no illegal strike, slowdowns, stoppages or work or other interference with the production by the employees hereby covered; nor lockout by the company.

## **ARTICLE I - RECOGNITION**

- 1.1 The Employer recognize the Association as the sole collective bargaining agency on behalf of the employees for whom they are certified.
- 1.2 The term Employee as used in this Agreement shall apply to any person performing work in any job classification on a regular full-time, part-time and casual basis which **is** covered in the classification listing of this Agreement, and excludes management, supervisors, sales, and office employees.
- 1.3 In the event that an employee performs work covered by the bargaining unit and there is no previously established classification or wage rate covering the work performed, the Association and the Employer shall immediately negotiate a classification and wage rate.
- 1.4 Notwithstanding anything in this Agreement, an employee shall be on probation for a period **of** ninety (90) calendar days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee's employment for any single **or** combination of reason(s) which is determined as being sufficient cause. The company shall not have to show just and sufficient cause for its decision to terminate a probationary Employee, but must exercise its discretion in a bona-fide, non- arbitrary and non- discriminatory manner.

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- 1.5 Association Dues: The Employer and the Association both agree that all employees must be a member of the Association as defined in Article 1, Section 1.2. It is also understood that Association Dues will be collected from said employee's pay bi-weekly.
- 1.6 Same sex spouse/ partner shall be recognized by the Employer in accordance with the eligibility provisions within each respective benefit plan provided to employees by the Employer.
- 1.7 There shall be no loss of regular pay or benefits for Association Representatives and Employees for the purpose of the following:
- a. attending meetings with local or regional management at their request.
  - b. participating in direct negotiations with the Employer for the renewal of the Collective Agreement; up to two (2) people.
  - c. if subpoenaed to participate in arbitration hearings or mediation hearings on behalf of management.
- 1.8 The Employer agrees to bare sole responsibility in the cost of reproducing sufficient copies of the Collective Agreement for all Employees and new hires.
- 1.9 The Company agrees when it hires new Employees they will give each new Employee a copy of the Collective Agreement and enable the Employees to meet the President of the Association as part of the induction training program.

## **ARTICLE II - MANAGEMENT RIGHTS**

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

- 2.1 The Association acknowledges that subject to the provisions of this Agreement it is the exclusive function of the Employer to hire, promote, demote, transfer, suspend, discharge and discipline Employees. No Employee will be disciplined except for just cause. Discipline includes: reprimands, suspensions, terminations, demotions, and warnings (verbal and written).
- 2.2 The Company has the right to minimize overtime at all times.
- 2.3 The Association shall be made aware of all promotions and demotions in writing from the company within two (2) days of the decision.

2.4a. The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations, under Occupation Health and Safety Guidelines.

b. The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

2.5a It is agreed and understood that among other acts, reporting for work under the influence of/or the consumption during working hours, of alcohol, the use of/or possession of non-prescription drugs; shall be cause for discipline up to and including dismissal pending an investigation.

b. Management should be notified of any incidents pertaining to Article 2.5a. Once management is notified it is the responsibility of management to confront the person/persons **ASAP** no matter what time.

c. If no one person/persons with knowledge of said incident notifies the employer of any such incidents then it is management's responsibility to reprimand those individuals.

2.6 Persons whose jobs are outside the bargaining unit shall not perform any work within the bargaining unit except for emergency situations when no bargaining unit personnel are available or for training purposes excluding satellite branches, coin room and cash room.

### **ARTICLE III - DURATION OF AGREEMENT**

3.1 This Agreement shall be in force and effect from and including November 1, 2001 to and including October 31, 2004 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within three (3) 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.

3.2 The association 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 Armored Car industry and the Employer's at all times while this Collective agreement is in force.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

4.1 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.

4.2 Any disagreement or difference of opinion between the Employer and the association or the employee covered by this Agreement, which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.

4.3 The procedure for the settlement of grievances shall be as follows:

**STEP I- INFORMAL:** An Employee, either individually or through her/his Association Representative, may, within seven (7) calendar days of the date of the occurrence which could become the matter of a grievance, or knowledge thereof, bring the incident to the attention of the branch manager, or designated, verbally. This meeting shall include the branch manager and the employee and, if the employee requests, an Association Representative. The branch manager shall respond verbally within seven (7) calendar days.

**STEP II** The Association may file a grievance with the Branch Manager or, in her/his absence, with her/his replacement, in writing. Such grievance shall be submitted within twenty-one (21) calendar days of the date of the occurrence, cause thereof or knowledge thereof, The person with whom the grievance is made at step two shall have seven (7) calendar days after the grievance is made to respond.

**STEP III** If satisfaction is not obtained at step two, the Association may refer the matter, in writing, to the Regional Director or, HR Manager, within a further period of fourteen (14) calendar days. The Employer shall, within fourteen (14) calendar days, respond in writing.

**STEP IV** If satisfaction is not obtained at step three the Association may refer to arbitration by notice to the Regional Director or HR Manager within fourteen (14) calendar days of the receipt of the Employer's response

4.5 A grievance arising from a dismissal or suspension may be filed at step three of the grievance procedure within fifteen (15) calendar days of the occurrence, cause thereof or knowledge thereof. If satisfaction is not obtained within ten (10) calendar days the Association may refer the dispute in accordance with step four.

4.6 If a grievance has not progressed to the successive steps, by the grievor, outlined above within seven (7) calendar days after the completion of the preceding step, then the grievance shall be considered as abandoned and all rights or recourse to the grievance procedure will be forfeited in writing.

4.7 The Association can at any time request that any grievance be put before a mediator. The grievance will be put in abeyance while mediation is carried out. If both parties agree. If either both parties do not agree then the grievance shall continue where it is left off.

4.8 Any cost incurred during the mediation process shall be split 50/50 between management and the Association.

#### **ARTICLE V - ARBITRATION**

5.1 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deemed essential to a full understanding and determination of the issues involved. In reaching his decision, the Arbitrator shall be governed by the provisions of this agreement. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement.

5.2 The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

5.3 The expense of the Arbitrator shall be borne by both the Company and Association on a 50/50 split.

5.4 The Association or Employer, when submitting a grievance to arbitration in accordance with step four, shall name at least one (1) nominee to act as a **sole** arbitrator. Within five (5) calendar days after receiving such notice the Employer shall agree to one (1) of the Association's nominees **for** sole Arbitrator or name at least one **(1)** nominee to as as sole Arbitrator and notify the Association, in writing.

5.5 If either party fails to name a nominee as sole Arbitrator or if **the parties** cannot agree on a nominee for sole Arbitrator, either party may make a request that the Federal Minister **of** Labor appoint a sole Arbitrator.

#### **ARTICLE VI - LEAVE OF ABSENCE**

6.1 During any authorized leave of absence, a full-time, part-time and casual employees shall maintain and accumulate seniority.

6.2a. When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted a leave **of** absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer. Such absence will not exceed twelve (12) months except by mutual consent of the parties.

- b. If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer.
  - c. However, all legitimate and reasonable requests will be approved in accordance in the best interest of the business and the employee. If the leave of absence is to extend a vacation, then it must be in accordance with Article VIII.
  - d. 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 employment may be terminated subject to proper proof of same.
- 6.3a. When an employee suffers any injury or illness which requires his absence, he shall report the absence to the Employer as soon as possible so adequate replacement may be made if necessary where such notice **is** provided less than twelve (12) hours prior to the beginning of the Employee's shift, the Employer may select a replacement without regard to status or seniority.
- b. It is required that employees on sick leave advise the Employer as to his availability **to** return to work with as much advanced notice as possible for scheduling purposes and preferably with a minimum **of** twenty-four (24) hours notice of his availability.
  - c. Employees must keep the Employer notified of their correct address and must keep a land-line or cellphone during their employment with Securicor.
- 6.4a. In case of death in the immediate family, the regular full-time, part-time and casual employee affected shall be granted compassionate leave of absence with pay for his scheduled hours to a maximum of twenty four (24) hours at his straight time hourly wage rate during a maximum three (3) day period. An extra day shall be given if the funeral is 600 kms (round trip) away which the Employees have to attend.
- b. Immediate family means: spouse, parents, or step-parents (legal guardians), children, sister or brother, sister-in-law, brother-in-law, grandchildren and grandparents, same sex partner, of both employee and his/her spouse. The Employee must attend the funeral to be paid. However, if it is physically impossible to attend, management will allow one (1) day with pay for scheduled hours at his straight time hourly wage on that given day.
  - c. If a death occurs for which Compassionate Leave is provided and the Employee has scheduled vacation days during the bereavement period, Compassionate Leave shall be substituted for the scheduled vacation days, which will have to **be** used within six (6) months, with management's approval.



6.5 When regular full-time, part-time and casual employee are required to serve on a jury or summons as a witness, they shall be paid the difference between the jury fees and the pay for the weekly guarantee for each such week they are required to serve on the jury, provided the employees shall be available to work for the Employer during said period when they are not required to serve on the jury

**ARTICLE VII - HOLIDAY**

7.1a. The following holidays will be observed:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Natal Day	Boxing Day

b. Regular full-time, part-time and casual employees will be given another day off in lieu of the above holiday if they work on the stat holiday. Floating holidays must be mutually agreed upon between, employees and management and **if** not taken within six (**6**) weeks then the branch manager may assign the floating holiday.

7.2 Eligible employees are those employees who are regular full-time, part-time, casual.

7.3 An eligible employee will be entitled to pay **for** the above-noted holidays although no work is performed, provided such employee works on the regular schedule work days first preceding and next following such holidays. The employer will recognize reasons advanced by the employee for absenteeism on the regular schedule work day preceding **or** following the holiday and if deemed reasonable/legitimate, such holiday pay entitlement will be granted.

7.4 "Holiday pay will be computed in the following manner:"

- a) All employees must work at least thirty (30) days to be entitled **to** statutory holiday pay.
- b) Full time employees receive pay as per the hours worked.
- c) Part-time **or** casual employees who have worked more than fifteen (15) days in the last thirty (30) days, but are not full-time, should have their wages pro-rated for the statutory holiday.

- d) Part-time or casual employees who have worked less than fifteen (15) days in the last thirty (30) days should be paid 1/10th of the wages he has earned during the past thirty (30) days.

7.5 An employee who works on any of the above-designated holidays will be paid for the time worked at the rate of one and one-half (1-1/2) times the employee's basic straight time rate in addition to the holiday pay, if applicable, unless they receive a day off in lieu of as in the case of night Employees

7.6 If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday, on a mutually agreeable date.

7.7 In event that a statutory holiday is proclaimed by either the Federal or Provincial Government it shall be recognized by the Company as a holiday.

**ARTICLE VIII - ANNUAL VACATIONS**

8.1 a No later than January 1<sup>st</sup> of each year, the Employer shall post a vacation list or lists on the bulletin board, and each employee shall in order of seniority, apply for his vacation and such requests must be completed by March 31<sup>st</sup> of each year, for that year.

b. It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the ~~part~~ of any employee in exercising his entitlement for his vacation selection.

c. The Employer is not bound to permit more than the following number of employees off on vacation during each week of the year. The branch manager has the authority to permit more employees off on vacation if the schedule permits.

d. The Company will recognize the following departments for employees taking vacation:

- |             |       |  |
|-------------|-------|--|
| Day Route   | 1     | * one extra employee in either department. No more than 2 per department |
| Night Route | 1     |  |
| Vault       | ----- | * only one employee between Vault and Turret                             |
| Turret      | ----- |  |
| ABM         | 1     |  |
| C/C day     | 1     |  |
| C/C night   | 1     |  |
| Coin Room   | ---   | * only 2 people no more than one per department                          |
| MTT         | ----- |  |
| Secure      | ----- |  |

- e. The vacation period **July 1** to September 5 will be limited to a maximum of two (2) weeks or 10 days per employee.
- f. No regular vacation will be scheduled during the last three (3) calendar weeks of December and the first calendar week of January.
- g. In the event an employee shall fail to select his/her vacation on or before March 31<sup>st</sup> the Employee will be allowed to select vacation periods that have not already been booked, but without regard to seniority. If an Employee has not selected his/her vacation time by July 1<sup>st</sup>, the Employer reserves the right to **assign** such Employees vacation period. However, the Employer will give two (2) days notice to the Employee.
- h. **As** of April 30 of each year a list of all employees will be posted to notify all employees of the vacation schedule.

8.2a. Vacations - Service Requirements and Entitlement:

Service Requirements (years)	Entitlement (weeks)	% of Earnings
One (1)	Two (2)	4
five (5)	Three (3)	6
eleven (11)	Four (4)	8
eighteen (18)	Five (5)	10

b. Regular full-time, part-time and casual employees will receive vacation pay on the **basis of** their hours **of pay** entitlement at the rate **of** pay they were receiving at the date of taking their vacation or at the percentage (%) entitlement applied to their annual **gross** earnings for the anniversary year for which they are receiving their vacation.

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

8.4a. Vacation must be taken within the calendar year except that an Employee wishing to defer one week of his vacation to the following year to accommodate a planned trip during the period of January 1<sup>st</sup> to April 1<sup>st</sup> **will** be allowed to **do so** on a first come first serve basis. Deferred vacations shall be limited to two (2) Employees per year and said vacations shall take precedence in the vacation schedule.

- b. In the event of a regular full-time, part-time or casual Employees leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) as the case maybe, ~~of~~ his pay for the anniversary year in which he ends his employment for which no vacation has been paid.
- 8.5 Prior to an employee going on vacation, upon request, a separate payroll cheque will be made up for vacation pay only in accordance with Article 8.2 and Article 8.3 above.
- 8.6 Casuals shall receive vacation and vacation pay in accordance with the minimum requirement of the Canada Labor Code.
- 8.7 Employees will be entitled to take one (1) week of their vacation after completing six (6) months ~~of~~ their first vacation year, which will be deducted from the following years two (2) week vacation entitlement. Subject to article 8.1 g and with management's approval.
- 8.8 If an Employee ~~is~~ called back to work on a day scheduled as vacation, the Employee shall be compensated at the rate of one and one half (1 ½ ) the Employee's regular rate of pay for the hours worked. The interrupted vacation day shall be rescheduled as subject to management's approval.
- 8.9 If an Employee's vacation is selected and then canceled by the Employer causing the Employee to lose monetary deposit on vacation accommodation and/or travel ~~and~~ providing the Employee does everything reasonably possible to mitigate the loss, and providing the Employee notifies the Employer that the monetary deposit will be forfeited, the Employer will reimburse the Employee for the monetary deposit.
- 8.10 An Employee who is unable to take ~~or~~ complete his/her vacation due to sickness or injury which results in an accepted short term disability claim shall have the option to reschedule that portion of their vacation, provided the company first receives reimbursement ~~of~~ vacation pay previously made for the period in question.
- 8.11 For the purpose of determining ~~an~~ anniversary/hire date of employment for vacation purposes, the following shall apply:
- a. All existing Employees hired as F/T or P/T prior to the date ~~of~~ this Agreement and all Employees subsequently hired as F/T or P/T in the period from **January 1<sup>st</sup>** to **June 30<sup>th</sup>** shall be deemed to have commenced employment, for vacation purposes only, on December 31<sup>st</sup> of the calendar year prior to the initial calendar ~~year~~ ~~of~~ F/T or P/T employment.

- b. All Employees hired as F/T or P/T in the period July 1<sup>st</sup> to December 31<sup>st</sup> and each year thereafter shall be deemed to have commenced employment, for vacation purposes only, on December 31<sup>st</sup> of their initial year of F/T or P/T employment.
- c. Vacation entitlement over and above the minimum requirements of the Federal Labor Standards shall be based on the F/T or P/T Employee's seniority.

## **ARTICLE IX - SENIORITY**

9.1 A seniority list will be maintained by the Employer and all Employees will be placed on it in order of their date of part-time and full-time.

a. The Employer shall immediately, and every six (6) months thereafter post the seniority list setting out the name, classification and date of employment of all employees.

b. Casual employees shall enjoy no seniority right under the terms of this agreement.

9.2 Any employee who has been promoted to a higher classification within or outside the bargaining unit and after a reasonable trial period not to exceed ninety (90) days and found to be unsatisfactory for the new position, shall be restored to his/her former position and shall retain his/her seniority therein. Protection of seniority for an employee promoted outside of his bargaining unit shall apply only once during the term of this Agreement to any individual employee.

9.3 The lay-off and recall of employees will be based on the seniority list; that is, the last hired will be the first laid off and the last laid off will be the first recalled on the list.

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

- a) He is discharged for cause, during his probationary period.
- b) Voluntarily leaves the employ of the Employer.
- c) He fails to report to work after a lay-off, within five (5) days after being notified by register mail.
- d) He fails to report to work at the expiration **of** a leave **of** absence except for a bonafide emergency.

- e) He is absent from work for three (3) days without notifying the Employer; except for a bonafide emergency.
- f) He is promoted and remains outside of the bargaining unit ninety (90) days.
- g) He has been on lay-off for a period of six (6) months or longer,
- h) Any employee who is transferred from one branch to another shall lose his/her classification and seniority but not his/her years of service.

## **ARTICLE X - JOB POSTING**

10.1 In the event a vacancy occurs in any of the classifications covered hereunder and the Employer deems it necessary to post a vacancy considering **all** business factors, the Employer shall post a notice on the bulletin board notifying employees that such a vacancy exists within five (5) days of the vacancy. Employees desiring consideration for such a job shall then apply in writing within five (5) working days of such posting. Once the closing date for the postings has passed, the Employer has ten (10) days inclusive to make a decision. The filling of such vacancy shall be in accord with the terms and conditions of Article IX (9.2) of this Agreement. If an employee is on vacation the employee must notify the manager of their interest in any future posting that may occur while on vacation. The Employer shall forward a copy of the posting(s) to the Association **on** the day of the posting.

10.2 Such job postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills and shift. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

10.3 In making staff changes, the applicant possessing the required qualifications, ability and seniority (in that order) shall be awarded the position, The Employer will not be unreasonable in determining the Employees abilities and qualification. Seniority shall prevail only if the applicants are equal.

## **ARTICLE XI - DAY AND HOURS OF WORK AND OVERTIME**

11. 1a. Regular Full-time Employees shall be guaranteed a minimum of eighty (80) hours of work or the equivalent thereof in pay each two (2) weeks, monday through sunday. Regular full-time Employees shall be entitled to such a guarantee provided they are available for work, qualified and capable to perform the work of their scheduled days of work for the week within the standards.

- b. Regular Part-time Employees shall be guaranteed a minimum of sixty-four (64) hours of work or the equivalent thereof in pay each two (2) weeks, monday through sunday. Regular Part-time Employees shall be entitled to such guarantee provided they are available for work, qualified and capable to perform the work of their scheduled days of work for the week within the standards.
  - c. The scheduled hours of work for a period of two (2) weeks shall not exceed eighty (80) hours per two (2) weeks, excluding highway runs up to ninety six (96) hours in a two (2) week period.
  - d. All hours worked in excess of eighty (80) hours in a two (2) week period shall be paid at the rate of one and one half (1 ½) times the basic straight time rate, unless otherwise provided for in this agreement.
  - e. Scheduled hours in any one (1) week shall not exceed forty eight (48) hours or twelve (12) hours a day, excluding highway runs which you may work three (3) thirteen (13) hour days which will equal to forty hours.
  - f. Casuals are part-time help, and have to provide one (1) day availability a week, but will not be scheduled more than thirty (30) hours except in extenuating circumstances.
  - g. Overtime shall be considered as hours worked
  - h. Regular full-time, part-time and casuals employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each scheduled shift including ABM on call.
  - i. If you are not scheduled and called in to work in any department the three (3) hour minimum guarantee applies. If the assigned duties take less than the minimum payable then the remainder will be worked off in duties assigned by management and not paid less than the applicable rate.
- 11.2 Any employee who shall be required to perform special work after he has completed his normal assignment and has booked out, shall be guaranteed three (3) hours of work or the equivalent thereof in pay and shall be paid therefore at one-and-one-half (1-1/2) times the regular hourly wage rate applicable to the classification to which he is assigned. Such hours shall not be included in the accumulated hours of work for that week.
- 11.3 If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actual worked and may be subject to discipline. If there is no work available the employee will be sent home without pay and will not be guaranteed the weekly guarantee hours.

- 11.4 The hours shall be divided into one (1) minute units based on one -sixtieth (1/60) of the applicable hourly rate.
- 11.5 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 least one-and -one -half (1-1/2) times his/her regular hourly wage rate until such eight (8) hour period is over, however the Employee has the right to request a shift change, which will be accommodated, if possible.
- 11.6 Full-time and Part-time employees assigned to work in a higher classification, shall be paid for all hours in such classification at the applicable rate. Whenever possible absenteeism will be filled from the pool of Floating Part-time Employees.
- 11.7 A schedule of work, days-off, start times, departure times and run assignments for all employee will be posted bi-weekly by noon Thursday.
- 11.8 When additional work is available, management will have the right to assign the most junior employee from the seniority list, if no volunteers are available.
- 11.9a. A highway route (which is based out of the Halifax Branch) is one which provides service to the geographical areas west of Hubbards, north west of Newport Station, north of Shubenacadie and or Gore, north east of Middle Musquodoboit and/or east of Head of Jeddore.
- b. A highway route ( which is based out of the **Truro** Branch) **is** one which travels to Antigonish, South and Southeast of Bedford, West of Pictou and Northeast **of** Oxford.
- c. A highway route (which is based out of the Sydney Branch) is one which travels Southwest of Whycogomagh, Southwest of St. Peters, North of Ingonish and North of Whycogomagh.
- 11.10 Management will make every attempt to ensure schedules are prepared **so** as to allow the employees two (2) consecutive days off.
- 11.11 The Association and Company agree split **shifts** (if necessary) will be considered one (1) shift only, i.e. If any employees work four (4) hours in the morning and four (4) hours in the evening and the total hours (8) all are worked in one day between the hours of 00:01 hours and 23:59 hours of a given day then these eight (8) hours will be considered one (1) shift. This clause will supersede clause 11.7.



## **ARTICLE XII - MEALS AND REST PERIODS**

- 12.1 Inside employees shall be allowed a minimum of one-half (½) hour off to eat their meal on a shift which involves a meal period. Such meal periods shall commence whenever possible no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. Such time shall not be considered as time worked unless they are required to remain on the Employer's premise, or if an employee is required to take his/her meal outside of this period, such time shall be considered as time worked. Employees shall also be entitled to two (2) fifteen (15) minute break during his/her eight (8) hours shift. If an employee works 13 hours or more in one consecutive shift then they shall receive another fifteen (15) minute break.
- 12.2 Rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armored car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer. If the employees are not able to take his/her allowed rest stops during the shift, then the employees shall be paid for them at the end of their shift. This time will **also** count as hours worked or/and overtime.
- 12.3 Employees required to stay overnight, at a location outside their base branch shall be provided with clean comfortable lodging (double accommodation), single accommodation for gender, and shall be paid in advance \$30 for each layover. The layover allowance shall be increased by one (1) dollar each anniversary of the Collective Agreement.
- 12.4 The company will pay \$12.00 meal money if any employee works thirteen consecutive hours or more in a twenty-four hour period, including inside workers.
- 12.5 Meal periods will be flexible in order to provide time for personal appointments with prior authorization for inside Employees.

## **ARTICLE XIII - EMPLOYEE RULE BOOK**

- 13.1 The Rule **Book** is made available to all employees in order that they become familiar with same. It is the intention that all procedures are known by each and every employee and is strictly adhered to. Employee's not adhering to these regulation, will be subject to disciplinary action up to and including dismissal. If any local conditions dictate a change from this booklet, the Branch Manager will **notify** you in writing.

#### **ARTICLE XIV - PAYDAY AND PAY STATEMENTS, ETC.**

- 14.1 All employees covered by this agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employee to a day not more than seven (7) days prior to the day of payment. Payment shall be made by direct deposit to the bank of the Employees choice.
- 14.2 The Employer shall provide every employee covered by this Agreement **on** each payday, 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, holiday (when applicable) pay, and all deductions made from the **gross** amount of wages.
- 14.3 When there **is** an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is greater than \$100.00 it shall be corrected within three (3) working days.
- 14.4 Casual employees will automatically be paid 4% vacation pay bi-weekly **on** their respective pay cheques.

#### **ARTICLE XV - COMPENSATION COVERAGE**

- 15.1 When an employee is injured at **work or** goes on compensation and subsequently returns to work under an approved Modified Work Program, they shall be returned to the payroll at his or her previous rate of pay. See Article 6.2a.
- 15.2 **If** an employee is placed in a lower category on his return to work after having been on compensation and it is proven that his accident was due to faulty equipment that the injury occurred, the employee was free of negligence in such incident, then the said employee shall be paid at the classified job rate of pay the employee held at the time of the injury. Such rate of pay will be reduced in proportion to any Workers' Compensation benefit being received by such employee.

#### **ARTICLE XVI - MEDICAL EXAMINATIONS**

- 16.1 Any medical examination requested by the Employer shall be complied with by all employees, provided however, that the Employer shall pay for all such examinations. When a medical examination is required by the Employer, the following conditions shall apply:

- a. If an employee takes a medical examination during 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.
- 6.2 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:
- a. The Employer shall notify the employee of the medical findings. Should the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
  - b. Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - c. The findings of the consultant shall be final and binding upon all parties.
  - d. The remuneration of the consultant shall be borne by the Employer
  - e. 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.
  - f. The Employer will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:
    - i) be placed on lay-off (medical leave of absence without pay)
    - ii) qualify for participation in any of the benefit programs to which he is entitled to and a participating member.
    - iii) qualify for Workers' Compensation if his incapacity resulted from on-the-job illness or injury.

## **ARTICLE XVII - TRUCK MAINTENANCE**

17.1 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 appliance or stickers **or** passed the required inspections prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified.

17.2 The Company will make sure that all vehicles shall have working heater, windshield wipers, defrosters, air conditioning, seating that is properly maintained and seat belts. Air conditioning shall be cleaned and checked every April and heaters shall be cleaned and checked every October or as required.

## **ARTICLE XVIII - TRAFFIC TICKETS**

18.1 No driver shall be required to violate traffic laws or loading regulations. **If** a driver shall be issued a traffic or citation for parking violation, made in accord from the instruction **from** the Employer, the Employer shall be responsible for such citations. Traffic tickets or citation 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. **If** an **ABM** car is required to park at a meter, management will reimburse employees for parking at such meters.

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

## **ARTICLE XIX - TOOLS**

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

## **ARTICLE XX - TECHNOLOGICAL AND MECHANICAL CHANGES**

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

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

20.3 The Company shall advise the Association as far in advance as possible, and not less than thirty (30) calendar days to the introduction of technological or mechanical changes as defined in 21.1 above, and the matter shall immediately become topic of discussion between the Company and the Association particularly with regards to:

- a. The effect such changes will have on the number of employees within the branch.
- b. The effect on working conditions.
- c. Any changes in job classification.

20.4 Full-time, part-time or casual employees with one (1) year or more of service, whose employment is terminated as a result of technological changes, shall receive termination pay of one (1) week's pay for each year of service with the Employer to a maximum of ten (10) weeks pay at the rate of pay the employee was receiving on the date of termination.

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

#### **ARTICLE XXI - SANITARY FACILITIES**

21.1 The Employer agrees to maintain clean, sanitary washrooms and having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where possible.

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

21.3 The whole premise shall be adequately heated and ventilated.

#### **ARTICLE XXII - SAFETY AND HEALTH**

The Employer shall continue to make reasonable provisions for the safety and health of its Employees during their hours of employment. It is mutually agreed that both the Employer and The Association shall cooperate to the fullest extent possible towards the prevention of accidents, and in the reasonable promotion of safety and health. **An** Occupational Health and Safety Committee is established in accordance with the Canada Labor Code. The Employees are encouraged to bring issues to the attention of the committee.

## ARTICLE XXIII - ASSOCIATION NOTICES

23.1 The Employer agrees to provide space that is readily accessible for the official committee notices of direct interest to the employees. The following items must be posted on said Notice Board:

- a. A copy of this Agreement.
- b. Seniority lists to be revised every six (6) months.

## ARTICLE XXIV - TRAINING

24.1 The Employer may from time to time, provide all employees with training programs which normally consists of training sessions given outside of normal working schedules. Employees must attend and attendance will be compulsory. Employees will be paid for all sessions time spent of a minimum of three (3) hours at \$8.00 an hour.

24.2 The Employer upon prior approval will reimburse the Employees who have taken the First Aid Course and provide proof of successful completion of same.

24.3 If the Employer has an individual scheduled to do on the job training they will be paid their regular rate of pay for that classification.

24.4 The employer will be pay 100% each year, for all employees permits and licenses required under the Private Investigators and Private Guards Act. The Employer will not pay for the Possession and Acquisition License, that is the employees responsibility.

24.5a If any employee has a desire to work in another department and they require knowledge and training they will notify their manager. The manager, will make every effort to train these employees.

b. When any employee is given training in any classification at the request of the Employer, they will be given a minimum of five (5) days of training at that rate of pay which they are training for. At the Employers discretion the training maybe extended.

c. No casuals should be scheduled as a custodian only if he/she is casual and is in training; after the training period is over those Employees cannot be scheduled as a custodian only in emergency cases.

d. All employees of the Association will have an equal opportunity to have the same amount of training. No employee shall be refused training under any circumstances. The company will make every effort to provide training to the Employees, provided they have the proper qualifications.

24.6 The employee will provide the employer once per year, a copy of their drivers abstract and license at the employee's expense, However, if an employees driving status has changed since the last request, the employee is obligated to notify the employer.

**ARTICLE XXV - EMPLOYEE'S FILE**

25.1a. Discipline will remain on an individuals file throughout the period of employment, however after 2 years verbal, written or disciplinary letters shall not be used for the purpose of progressive discipline.

b. An Employee is entitled to view his/her file under supervision by a supervisor provided he notifies the Employer in writing with 24 hours and is viewed in a private and not in a common area.

25.2 If adverse statements, warnings, reprimands, etc. are to be put on an Employees file, a copy will be given to the Employee as well as the President of the Association within seven (7) days of the event giving rise to adverse statement.

**ARTICLE XXVI - CLOTHING**

26.1 The Employer will provide the following clothing on hiring, as required thereafter:

Full-time outside	five (5) shirts
Part-time <b>outside</b>	one (1) sweaters
<b>ABM</b>	three (3) pairs of pants
	one (1) fleece
	one (1) exterior shell
	one (1) holster and belt
	four (4) keepers
	two (2) six round cartridge holder
Part-time inside	five (5) shirts
Full-time inside	three (3) pants
	one (1) sweater
Casual outside	two (2) shirt
<b>ABM</b>	one (1) sweater
	two (2) pair of pant
	one (1) exterior shell
	one (1) fleece
	one (1) holster and belt
	two (2) keepers
	two (2) six round cartridge holders

Casual inside	two (2) shirts two (2) pants one (1) sweater
Remote DPU Employees	two (2) shirts one (1) fleece one (1) sweater one (1) exterior shell two (2) pants
Remote Service only	one (1) fleece one (1) golf shirt one (1) shell

26.2 The employer will pay, to employees who have completed one (1) year's service, once every two (2) years \$60.00 for a pair of black safety toe boot/shoes upon issuing to the employer an official receipt.

26.3 The Association and Company hereby agree that the Company will reimburse ~~fifty~~ percent (50%) of the cost of a bullet resistant vest for all employees who work on the road every five (5) years to a maximum of \$250.00. The vest must be a Company approved vest. It is also agreed that an employee must reimburse the Company paid portion of the vest if the employee leaves the employ within one (1) year. The Company further agree to a payroll deduction of twenty five dollars (\$25.00) a pay until the full value of the employee's portion is paid.

**ARTICLE XXVII - SICK LEAVE/PERSONAL LEAVE**

27.1 Regular full-time and part-time employees shall be eligible for six (6) paid sick days per year or forty eight (48) hours per year when absent from work because of a bonafide illness or accident. Sick days may also be used as personal days.

27.2 Pay shall be calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the illness or accident not occurred.

27.3 All unused sick time will be paid out by the middle of December.

27.4 Sick leave will be earned from November 1<sup>st</sup> to October 31<sup>st</sup>.



27.5 If employees want to use one (1) or two (2) personal day the employee is required to give two weeks notice to the employer. More than three (3) days requires a four week notice. If there is an emergency then a personal day can be used at any time, however the number of Employee's personal time used at anyone time will observe the limitation by department as per Article 8.1d.

27.6 No manager shall refuse the right of any Employee to go home or to a doctor in case of such illness or injury.

27.7 Employees who become Part-time or Full-time part way through the year will have their sick days pro-rated for that year.

27.8 The Employer may request a doctor's note as per The Canada Labor Code.

#### **ARTICLE XXVIII - NEW BUSINESS**

In the event that an Employee performs work covered by the certificate of bargaining authority and/or this agreement and there is no previously established classification or wage rate covering the work performed, the Association and the Employer shall negotiate a classification and wage rate. Failing agreement by the parties, the matter shall be referred to an arbitrator as provided for this agreement, who shall have the power to establish such classification and wage rate.

#### **ARTICLE XXX - SCHEDULING**

30.0 All attempts will be made by management not to schedule casuals as custodians except in emergency situations.

30.1 If any employee is scheduled days off and has not received their guaranteed hours for the pay period; he/she do not have to work those days off to get their guaranteed hours.

30.2 A schedule will be posted bi-weekly.

30.3 Employees will not be required, as part of their regularly scheduled shift, to work seven consecutive days. Every attempt will be made by management to provide Employees two (2) consecutive days off per week.

30.4 With the exception of employees who are working shifts greater than eight (8) hours, every reasonable effort shall be made by the Employer to avoid scheduling the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.

30.5 The Employer agrees to make every reasonable effort not to change the employee's schedule within the fourteen (14) day advance notice period, but may do so where operational requirements demand such changes as long as the employees are verbally notified of such changes. (refer 11.10)

30.6 With suitable advanced notice to his supervisor, an employee shall normally be allowed to trade shifts, rotations and (or) rest days providing no extra cost to the Employer will result, and that the replacement employee is of a similar and/or acceptable level of ability, qualifications and experience. With management having the final decision.

#### **ARTICLE XXXI - RESPECT**

31.0 All employees and all members of management shall shall treat every person with dignity and respect. If a member of management does not treat any employee with dignity and respect then he /she shall be reprimanded accordingly. And if an employee does not treat any member of management then he /she shall be reprimanded accordingly. Guidelines concerning Respect shall be followed by both parties.

#### **ARTICLE XXXII - DISCIPLINE**

32.0a. No employee shall be required to attend any meeting, interview for disciplinary purposes, receive a letter of warning without the presence of a member of the Executive Board (which includes President and Vice-president) or department representatives.

b. If at any time that a representative of the Association is not present at that time all information written or verbal shall be considered null and void and no further recourse shall be taken against the employee(s), unless they wave all rights to representation, in writing.

32.1 No employee will be subject to discipline for refusing to take a polygraph examination. All Employees will be able to consult with the Association before taking a polygraph.

32.2 All employees and members of management shall follow the Corrective Action Guidelines.

32.3 Any employee who is given a suspension shall be given his/her days within the next 30 days when it is most convenient.

32.4 No discipline shall be added to an employees file without their knowledge.

32.5 If the company suspends or discharges an Employee, the employer shall notify both the Employee concerned and the President of the Association in writing within two (2) working days, giving reason for discharge or suspension.

32.6 If the Employee is discharged such discharge will take effect immediately upon the Employee receiving notice thereof, except the Employee shall have the right to a fifteen (15) minute interview with a representative of the Association, then he/she will immediately leave the premises.

### **ARTICLE XXXIII - ABM**

33.0 Any changes to the schedule all employees will be notified by phone within 24 hours when possible.

33.1 Whenever possible all personnel shall be scheduled five (5) days on and two (2) days off consecutively every week.

33.2 Pager pay of \$10.40 shall be paid for all on call shifts not to include a scheduled eight (8) hour shift.

33.3 An employee who is called in to work, but, does not have eight (8) hours between shifts shall be paid one and one half (1 ½) for the time worked for the remainder of the eight (8) hours.

33.4 No employee shall be forced to work more than thirteen (13) hours in a twenty four (24) period without eight (8) hours off between shifts.

33.5a. Any ABM call that has to be responded to after twelve (12) am but before six (6) am shall be paid time and a half (1 ½).

b. Any call **that** has **to** be responded to between twelve (12) am and **six (6)** am shall receive a three (3) hour minimum. With any three (3) hours minimum (after 12 am) all employees shall be paid for all three (3) hours regardless **of** how long the call **is** and shall not be required to work what is left of the hours remaining.

c. Applies to on call crews only.

33.6 Any time that has to be worked off shall be worked of in any department at management's discretion paid at the ABM rate.

33.7 If any employee has not received his/her guaranteed hours they shall not be required to work to make up the hours missed.

33.8 The employee has the right to refuse a change in shift if under forty eight (48) hours notice, if the start or finish time **is** changed more than four (4) hours.

33.9 Any Employee schedule on ABM on Xmas Day shall receive a pager pay of \$25.00

#### **ARTICLE XXXIV - WEATHER**

In the event the RCMP or The Nova Scotia Department of Transportation recommend no travel, the situation is to be reviewed with those drivers currently on route, the Association and management, the latter to include either the Branch Manager or Service Manager, before a decision to call routes off the road is made.

#### **ARTICLE XXXV - DISCRIMINATION**

The Employer agrees that there shall be no discrimination interference, restriction, or coercion exercised or practices with respect to any Employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, sexual orientation or place of residence.

#### **ARTICLE XXXVI - OVERTIME**

36.0 If called in no employee covered by this agreement who refuses to work overtime shall be subject to any discipline

#### **ARTICLE XXXVII - MATERNITY/PARENTAL LEAVE**

37.0 Any Employee shall be granted Maternity/Parental Leave in accordance with the Canada Labor Code, maintaining seniority and benefits.

37.1 A paid leave of absence will be granted to the father for one (1) day upon the birth of a child and one (1) day to attend the homecoming of the child.

#### **ARTICLE XXXVIII - SUBCONTRACTING**

No existing Association work will be subcontracted out unless agreed between the company and the Association prior to subcontracting. Failing agreement the matter will be referred to arbitration. The arbitrator's decision will be final. No work will be subcontracted out until the arbitrator's decision is known.

#### **ARTICLE XXXVIII - PENSION, HEALTH, AND WELFARE**

39.0 The Employer shall retain and maintain the existing pension for all Employees during the term of this Agreement. Such pension plan shall be attached to and become part of this Collective agreement.

- 39.1 The Company shall provide a comprehensive Health and Welfare Plan. All regular full-time and part-time Employees must enroll as a condition of employment. The cost to the employee will be 1% per month of regular gross earnings, which the company will match .
- 39.2 The Employer will provide the Medical and Hospital Services Plan for those regular full-time and part-time Employees. The company agrees to pay 80% while the employees will only required to pay 20% upfront.
- 39.3 The employer will provide felonious assault insurance for all Employees on the payroll from the date of employment in the amount of one hundred thousand dollars (\$100,000.00)
- 39.4 Short Term Disability benefits commences on the first day (1st) day of accident and the fourth (4th) day of sickness. Benefits **is based** on 70% **of** average: weekly earnings up to the U.I.C. Maximum per week for the first 15 weeks. An increase in the maximum payment will be automatic in accordance with the U.I.C. Standard.
- 39.5 The Employer will make available to eligible Employees a Long term Disability Group Plan (salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on 70% of average weekly earnings up to a maximum of \$300 per week. The Total disability period shall be to a maximum of 104 weeks calculated from the commencement **of** the short term disability claim.
- 39.6 The Employer will make available to eligible employees a Personal Accident Insurance Plan for those Employees who voluntarily enroll in the Plan and who continue to pay the required monthly premium. This is a separate plan.
- 39.7 The Employer will provide to eligible Employees and their dependents a Group Insurance Plan "A" to a maximum of \$40,000.00.
- 39.8 The Employer will provide to Employees an Accidental Death or Dismemberment Plan with a benefit of \$40,000.00.
- 39.9 The Employer will provide corrective lens coverage of two hundred dollars (\$200) once every two years for such eligible employees and their dependents.
- 39.10 The Employer will provide for regular full-time and part-time Employees a Dental Plan for such eligible employees and their dependents.

**39.11 The Employer agrees to provide all Employees with current details and information covering all Employees benefits program annually for which Employees covered by this Agreement are entitled to participate.**

## APPENDIX - A

### CALENDAR YEAR VACATION ENTITLEMENT TRANSITION YEAR ONLY

Next Years Entitlement (on Calendar Year Basis)

PLUS THE RESULT OF THE FOLLOWING:

Number of days unused from this year entitlement as of December 31/01

Divided by 260 working days

Multiply by # of working days from this years anniversary date to December 31 2001 (1 month = 22 days, two weeks = 11 days, 1 week = 5.5 days etc.)

EXAMPLE:

John Smith - Entitlement next year is 3 weeks - 15 days

Under the old system his anniversary date was September 14

He has used 5 days prior to December 31 2001

Thus he has 10 days unused as of December 31 and the period from his old anniversary date

September 14 to December 31 is 3.5 months = 77 working days

CALCULATION:  $10/260 \times 77 = 2.96 = 3$  days

Entitlement for 2002 is therefore 15 plus 3 days = 18 days

## **APPENDIX B - CASUAL EMPLOYEES**

- A. The purpose of casual help is to allow the company the flexibility to perform relief work and work which is not feasible to schedule for regular assignments.
- B. Seniority for casual Employees shall be for the purpose of promotions or to be hired to Full-time or Part-time.
- C. Casual Employees will be paid for the hours worked and will be paid overtime in accordance with Article 11.
- D. The use of casual Employees shall not be used while bargaining unit Employees are on lay-off until Employees are first offered recall to work.
- E. Casual Employees will only work overtime after Full-time and Part-time Employees who have indicated they are available have been offered the overtime opportunity.
- F. Casual Employees shall be provided with a clothing allowance as described in Article 16

Casual Employees will:

- G. Be granted the rest periods as per Article 12.**
- H. Receive vacation pay as determined under the Federal Labor Code and such vacation pay shall be paid on the casual Employee's normal pay each two weeks.
- I. Be entitled to file grievances according to the grievance and arbitration procedure of this Agreement.
- J. Be entitled to leave of absences as per Article 6.
- K. Be provided with felonious assault insurance as per Article 39.3
- L. Be entitled to health and safety provisions as outlined in Article 22.

**NOTE:** As of the date of this Agreement, benefits to new casual Employees will not be provided. Existing casual Employees who have subscribed to benefits will be 'red circled and they will stay members of the plan.



## APPENDIX C - REMOTE EMPLOYEES

1) It is agreed and understood that the Employer will employ and staff in the rural locations listed below and potentially employ people in other areas if business factors require.

New Minas, NS  
Kingston, NS  
Digby, NS  
Yarmouth, NS  
Bridgewater, NS

- 2) Retainer fees payable fully compensates for the following:
- A) being available via pager to receive notification of emergency service and repair calls.
  - B) traveling to and from ABM machines to carry out emergency repairs and service calls.
  - C) performing necessary emergency repairs and service calls.
  - D) traveling to and from ABM machines to meet technical representatives
  - E) waiting while technical representatives perform technical services, maximum 30 minutes per individual call.
  - F) mileage charges relating to any business travel required to carry out the above service.

NOTE: If technical calls exceed 30 minute duration, additional time will be paid at \$2.90 for each complete block of 15 minutes.

3) All remote Employees shall be entitled to file grievances according to the grievance and arbitration procedures of this agreement.

4) Remote staff required to use their **own** vehicle for work "outside the retainer work" will be paid \$0.32 per km. Staff will further be paid the hourly full-time rate as per the contract for such work "outside the retainer work."

5) Remote staff shall receive the medical and hospital service plan as per Article 39.2 as well as dental plan in accordance with Article 39.10, felonious assault insurance as per Article 39.3 and to participate in the company' pension plan as per Article 39.0.

6) The Employer shall provide cellular phones and/or pagers as required.

7) The Remote Employees will be entitled to leave of absences as per Article 6.

8) Remote Employees are covered by this letter of understanding as well as the Collective Agreement.

9) Should the Employer wish to establish new remote locations, due to customer requirements and/or demands, will be covered under this letter of understanding. If new remote locations are established that will effect the present locations, those Employees will have first chance at those positions.

10) This letter of understanding will be added to the new contract. .

11) All Employees will be paid statutory holidays in Article 7.1a. Holiday pay will be computed in the following manner-- Employees will receive the normal retainer fee for the week in which the stat holiday falls. No additional payments or in lieu time will be awarded.

12) All Employees Shall keep their years of service from their employment with Pinkertons but can only be used for the purpose of promotions or to be hired to Full-time or Part-time.

13) All Remote employees will be **entitled** to health and safety provisions as outlined in Article 22.

14) All Employees receive their vacation pay **as** set out in Article 8.2b in accordance with the Federal Labor Code.

15) All Remote Employees shall receive their vacation as set out in Article 8.2a.

16) All Remote Employees shall receive eye coverage as to Article 39.9

## REMOTE BACKUP EMPLOYEES

- A) The purpose of backup Remote Employees help to provide relief for the primary Remote Employees.
- B) Seniority for backup Remote Employees shall be for the purpose of promotion or to hire to primary positions.
- C) Backup Remote Employees will be paid on seventh (1/7th) of the weekly retainer for each day they provide relief.

## REMOTE BACKUP EMPLOYEES WILL:

- D) Receive vacation pay as **determined** under the federal labor code and such vacation pay shall be paid on the Remote backup Employee's normal pay.
- E) Be entitled to file grievances according to the grievance and arbitration procedure of this agreement.
- F) Be provided with felonious assault insurance as per Article 39.3.
- G) Be entitled to Health and Safety provisions in Article 22.

<b>DEPARTMENTS</b>	<b>OLD</b>	<b>NOV 1/01</b>	<b>NOV 1/02</b>	<b>NOV 1/03</b>
F/T Night Route Custodian	14.73	15.35	15.85	16.30
F/T Day Route Custodian	14.73	15.10	15.60	16.05
F/T Night Route Guard	13.61	14.35	15.05	15.50
F/T Day Route Guard	13.61	14.00	14.30	14.90
F/T Night Route Driver	14.14	14.65	14.95	15.25
F/T Day Route Driver	14.14	14.35	14.50	14.90
F/T ABM	11.67	12.40	13.20	13.75
F/T Secure	9.55	10.05	10.55	10.75
F/T Special Services	9.55	10.05	10.55	10.75
F/T Coin Room	9.03	9.70	10.00	10.50
F/T Cash Room Nights	9.03	9.95	10.25	10.75
F/T Cash Room Days	9.03	9.70	10.00	10.50
F/T Vault Nights	9.83	11.25	12.25	13.25
F/T Vault Days	9.83	11.00	12.00	13.00
F/T Turret Nights	8.80	9.55	10.05	10.35
F/T Turret Days	8.80	9.30	9.80	10.10
F/T Janitor	8.23	8.75	9.05	9.25
F/T MTT Administrator		10.05	10.55	10.75
P/T Night Route Custodian	11.87	12.40	12.90	13.35
P/T Day Route Custodian	11.87	12.25	12.75	13.10
P/T Night Route Guard	11.18	11.85	12.45	12.90
P/T Day Route Guard	11.18	11.65	12.15	12.45
P/T Night Route Driver	11.24	11.75	12.25	12.60
P/T Day Route Driver	11.24	11.50	12.00	12.35
P/T ABM	11.14	11.65	12.15	12.50
P/T Secure	9.39	9.80	10.10	10.40
P/T Special Services	9.39	9.80	10.10	10.40
P/T Coin Room	8.58	9.20	9.45	9.80
P/T Cash Room Nights	8.58	9.45	9.75	10.05
P/T Cash Room Days	8.58	9.20	9.45	9.80
Casual Inside	8.00	7.75	7.75	7.75
Casual Outside	9.45	9.00	9.00	9.00



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Order No.: 8436-U

Supercedes: 7072-U (5554093)

**IN THE MATTER OF THE**

Canada Labour Code

- and -

International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen, Helpers  
and Miscellaneous Workers, Local 927,

successor union,

-and -

Securicor Canada Limited,

employer,

-and -

Securicor Employee's Association of Nova Scotia  
(formerly Loomis Armored Car Employee's  
Association of Nova Scotia (488),

former bargaining agent,

-and -

Loomis Armored Car Service Ltd.  
Toronto, Ontario,

former employer.

**WHEREAS** the Canada Industrial Relations Board, by Order dated October 18, 1996, certified the Loomis Armored Car Employee's Association of Nova Scotia (488) as the bargaining agent for a unit of employees of Loomis Armored Car Service Ltd. and the Association has since changed its name to Securicor Employee's Association of Nova Scotia;

Order No.: 8436-U

**AND WHEREAS**, the Board has received an application from the applicant union, pursuant to section 43 of the Canada Labour Code (Part I -Industrial Relations), seeking a declaration that, as a result of a merger, the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Helpers and Miscellaneous Workers, Local 927 succeeds the Securicor Employee's Association of Nova Scotia **as** the bargaining agent for the said unit of employees of the employer;

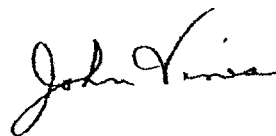
**AND WHEREAS**, during the course of the investigation it was brought to the Board's attention that as a result of a sale of business, the employer's name is now Securicor Canada Limited;

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board is satisfied that the merger has occurred;

**NOW, THEREFORE**, it is hereby declared by the Canada Industrial Relations Board that the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, Helpers and Miscellaneous Workers, Local 927 is now the successor bargaining agent and, as such, has acquired all the rights, privileges and duties of the Securicor Employee's Association of Nova Scotia with respect to the certified bargaining unit described as follows;

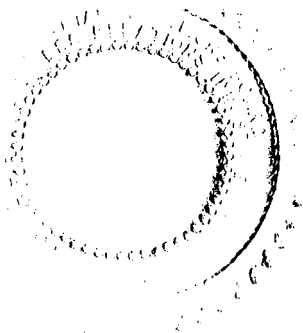
"all employees *in* the Province **of Nova Scotia** employed by Securicor Canada Limited excluding office and secretarial staff, lead hand, supervisors and those **above**."

**ISSUED** at Ottawa, this 21st day of February 2003, by the Canada Industrial Relations Board.



John Vines  
Regional Director (Registrar)  
Atlantic Region

Reference: File No. 23432-C





N° d'ordonnance: 8436-U

Remplace: 7072-U (555-4093)

## CONCERNANT LE

Code canadien du travail

- et -

la Fraternité internationale des camionneurs,  
chauffeurs, préposés d'entrepôts, aides  
et ouvriers de diverses industries, section locale **927**,

agent négociateur successeur,

- et -

Securicor Canada Limitée,

employeur,

- et -

Securicor Employee's Association of Nova Scotia  
(anciennement Loomis Armored Car Employee's  
Association of Nova Scotia (488)),

ancien agent négociateur,

- et -

Les Blindés Loomis Ltée,  
Toronto (Ontario),

ancien employeur

**ATTENDU QUE** le Conseil canadien des relations industrielles, par ordonnance datée du 18 octobre 1996, a accrédité la Loomis Armored Car Employee's Association of Nova Scotia (488) à titre d'agent négociateur d'une unité d'employés de Les Blindés Loomis Ltée, et que l'Association est depuis devenue Securicor Canada Limitée;

N° d'ordonnance: 8436-U

**ET ATTENDU QUE** le Conseil a reçu du syndicat requérant une demande, en vertu de l'article 43 du Code canadien du travail (Partie I - Relations du travail), visant à obtenir une déclaration selon laquelle la Fraternité internationale des camionneurs, chauffeurs, préposés d'entrepôts, aides et ouvriers de diverses industries, section locale 927, succède à la Securicor Employee's Association of Nova Scotia à titre d'agent négociateur de ladite unité d'employés de l'employeur par suite d'une fusion;

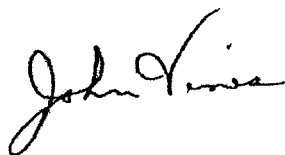
**ET ATTENDU QUE**, au cours de l'enquête, il a été porté à l'attention du Conseil que par suite d'une vente d'entreprise, le nom de l'employeur est maintenant Securicor Canada Limitée;

**ET ATTENDU QUE**, après enquête sur la demande et étude des observations des parties en cause, le Conseil est convaincu qu'il y a eu fusion.

**EN CONSÉQUENCE**, le Conseil canadien des relations industrielles déclare par la présente que la Fraternité internationale des camionneurs, chauffeurs, préposés d'entrepôts, aides et ouvriers de diverses industries, section locale 927, est maintenant l'agent négociateur successeur et qu'à ce titre, elle a acquis tous les droits, privilèges et obligations de la Securicor Employee's Association of Nova Scotia à l'égard de l'unité de négociation accréditée décrite comme suit:

*«tous les employés de Securicor Canada Limitée qui travaillent en Nouvelle-Écosse à l'exclusion du personnel de bureau et de secrétariat, du chef d'équipe, des superviseurs, et de ceux de niveau supérieur»).*

**DONNÉE** à Ottawa, ce 21<sup>e</sup> jour de février 2003, par le Conseil canadien des relations industrielles.



John Vines

Directeur régional (Greffier)  
Région de l'Atlantique

Référence: n° de dossier 23432-C

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