

Collective Bargaining Agreement

Group 4 Securicor

and

Teamsters Union Local 927

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PREAMBLE

It is the desire of the Employer and Union 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 recognizes the Union 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 Union 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 bonafide, non-arbitrary and non-discriminatory manner.
- 1.5 Union Dues: The Employer and the Union both agree that all employees must be a member of the Union as defined in Article 1, Section 1.2. It is also understood that Union Dues will be collected from said employee’s pay bi-weekly.
The company agrees for the duration of this agreement, to deduct the regular dues from the pay cheque of any employee under the scope of this agreement at the rate and frequency prescribed by the local union. The remittance of such monies so deducted will be made to the local union along with a list of the employees from whom the monies were deducted. The check-off list will include social insurance numbers and names
Moreover, within the thirty (30) calendar days following the employees’ probationary period the company shall deduct from the employee’s pay an amount equal to the initiation fee(s) in such amounts and installments as prescribed by the local union.

The union will notify the company in writing of any arrears in dues, initiation or re-initiation fees and/or charges levied by the union for any reason and the company will immediately commence deductions in amounts prescribed by the local union in such written notice and forward such monies

to the local union along with the monthly dues as provided for above. Such notice of arrears served on the company shall prescribe payroll deductions generally of not more than the equivalent of one month's dues at the appropriate local union's rate. Authorization Forms - the union will supply the company with Application for Membership Forms, which shall be signed by all new employees on the date of hire. The Company will forward all completed Application for Membership Forms to the union. All forms shall be returned to the union within thirty (30) calendar days from the date of hire.

For income tax purposes, the company indicates on the income tax slips the union dues deducted.

- 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 "Shop Stewards" 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 four (4) Shop Stewards, for Nova Scotia, three to be paid by the company, one to be paid by the Union)
 - (c) If subpoenaed to participate in arbitration hearings or mediation hearings on behalf of management.
- 1.8 The Employer agrees to bear 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 a Shop Steward.
- 1.10 Before modifying current crewing levels, the company will commit to consulting with the union and all other applicable parties. The participation will be voluntary, for all employees who are a member of the bargaining unit prior to the ratification date of this collective agreement. The participation will be mandatory, for all employees who become members of the bargaining unit after the ratification of this collective agreement.

ARTICLE II - MANAGEMENT RIGHTS

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

- 2.1 The Union 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 Union shall be made aware of all promotions and demotions in writing from the company within two (2) days of the decision.
- 2.4(a) 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.

- 2.5(a) 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 Articles 2.5(a). Once management is notified it is the responsibility of management to confront the person/persons as soon as possible 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 can be available within 2 hours, or for training purposes, coin room and cash room, not to exceed 20 hours in any one (1) week.

ARTICLE III – DURATION OF AGREEMENT

- 3.1 This Agreement shall be in force and effect from and including November 1st, 2004 to and including October 31st, 2007 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 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 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 Union 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 Shop Steward 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, a Shop Steward. The Branch Manager shall respond verbally within seven (7) calendar days.

STEP II The union 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, in writing.

STEP III If satisfaction is not obtained at step two, the union 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 union 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.

- 4.4 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, from the day the grievance is filed, the union may refer the dispute in accordance with step four.
- 4.5 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.

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 decisions 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 union on a 50/50 split.
- 5.4 The Union or Employer, when submitting a grievance to arbitration in accordance with step four, shall name atleast 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 union's nominees for sole Arbitrator or name at least one (1) nominee to act as sole Arbitrator and notify the union 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 employee shall maintain and accumulate seniority.

6.2(a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted a leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserved 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 twenty-four (24) 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.

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. In any instance where an employee accepts other employment, *with a competitor of the employer*, 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.

6.3(a) 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, for that shift only.

(b) It is required that employees on such leave advise the Employer as to his availability to return to work with as much advanced notice as possible for scheduling purposes. With a minimum of seven (7) calendar days notice (24 hours for those who have been off for less than seven days), the company will attempt to place that employee into their original, or an equal position, upon their return to work. If the position is no longer available, the company will attempt to place that employee into another suitable position. That employee will be compensated at the rate of pay of the classification in which they are placed.

(c) Employees must keep the Employer notified of their correct address and must keep a connected and working landline or cell phone during their employment with Securicor.

6.4(a) In the case of death in the immediate family, defined for the purpose of this agreement to be spouse (to include same-sex partner), child and/or parents/step-parents, the employee will be entitled to up to five (5) consecutive days bereavement leave, and will be compensated for all Scheduled hours, within that five day period. Bereavement leave will commence, at a time to be determined, based on the following criteria:

A. If word of the passing is received within four hours of the beginning of the affected employees shift, bereavement leave commences on that day.

B. If word of the passing is received four hours or more, into the employees scheduled shift, the bereavement leave will commence on the following day.

In the case of death in the remainder of the family (defined below), the employee will be entitled to up to three (3) days compassionate leave, and will be compensated for all scheduled hours, within that three day period. Commencement of the leave will follow the same criteria as above.

For the purpose of this agreement, the 'remainder' of the family, for which paid bereavement leave will be granted, is legal guardians, mother-in law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and step children.

In both cases, the employee must attend the funeral, in order to qualify for compensation.

An additional day will be given, applicable to the three-day leave only, if the funeral is 600 kms (round trip) away, which the employees have to attend.

- (b) If a death occurs for which bereavement leave is provided and the Employee has scheduled vacation days during the bereavement period, bereavement 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 Full time and part time employees serving on a jury shall be paid at her/his regular rate of pay for a minimum of 8 hours per day and shall not be required to report for work during days serving on jury duty. In the event a casual serves in this capacity she/he shall receive payment pro-rated based on their previous four (4) week period worked.

ARTICLE VII – HOLIDAY

7.1 (a) The following holidays will be observed:

New Years Day	Labour 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 statutory holiday. 'Lieu days' 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 proceeding and the 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, should have their wages pro-rated for the statutory holiday, based on previous full pay period.

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 ½) 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, which must be taken at the beginning of, or end of the selected

vacation period, provided it does not negatively impact another employee's previously chosen vacation period".

Otherwise, management's approval of the lieu day, is required.

- 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 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 and such requests must be completed by March 15th of each year for that year. The finalized and complete vacation list is to be posted by March 31st.

Posting of vacations to be in a location accessible to all employees.

- (b) Commencing on the first working day of January, each employee, within their department, in order of seniority, will have one twenty-four (24) hour period in which to select their requested vacation periods, for the upcoming year. The entire process is to be completed by February 15th. In the event an employee who has previously chosen their vacation period, wishes to change their vacation period, due to personal reasons, he/she shall only be permitted to do so if their second choice of vacation is either "open" or another employee in that period has voluntarily forfeited their choice of vacation, and the employee so forfeiting shall likewise choose another period, as long as it does not interfere with another employees' choice of vacation.
- (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	2
Night Route	2
Vault	1
Turret	1
ABM	1
Cash Ops- Days	2
Cash Ops- Nights	2
Envelope Processing	2
Coin Room	1
Special Services	1

- (e) The vacation period July 1st to September 5th will be limited to a maximum of two (2) weeks or 10 days per employee. Additional weeks of vacation may be taken in accordance of seniority if there are "open" weeks available, in the period of July 1st to September 5th, after the completion of the vacation posting.
- (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 1st the Employee will be allowed to select vacation periods that have not already been booked, but without regard to seniority, provided it does not impact upon another previously chosen vacation period.
- (h) If an Employee has not selected his/her vacation time by March 15th, the Employer reserves the right to assign such Employee's vacation period. However, the Employer will give two (2) days notice to the Employee.
- (i) As of March 15th of each year a list of all employees will be posted to notify all employees of the vacation schedule.

8.2 (a) Vacations – Service Requirements and Entitlement:

Service Requirements (years)	Entitlement (weeks)	% of Earnings
One (1)	Two (2)	4
Five (5)	Three (3)	6
Ten (10)	Four (4)	8
Fifteen (15)	Five (5)	10
Twenty-five (25)	Six (6)	12

It is understood that vacation entitlement seniority is from the date of hire.

- (b) Regular full-time and part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage (%) entitlement applied to their annual gross earnings for the 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.
- 8.4(a) 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 1st to April 1st will be allowed to do so on a first come first served 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 or part-time Employee's 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%) ten percent (10%) or twelve percent (12%), as the case may be, 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 payment 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 Labour 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(d).
- 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 a mutual agreement between the employee and management.
- 8.9 If an Employee's vacation is selected and then cancelled by the Employer causing the Employee to lose monetary deposit on vacation accommodation and/or travel and provided the Employee does everything reasonably possible to mitigate the loss, and provided 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
- 8.11 Vacation entitlement shall be based on the full time/part time employee's hire date and vacation pay, based on the previous worked year. It is understood that an employee must first earn any vacation entitlement) prior to taking the vacation.

ARTICLE IX – SENIORITY

- 9.1 Two separate seniority lists (Armed and Unarmed) for Halifax, and one each for Truro and Sydney, 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 seniority rights, for the purpose of promotions and job postings only.
 - (c) In the event two or more employees have the same part time or full time seniority date, their hire date shall determine their seniority. In the event of identical hire dates, seniority will be determined by random draw.
 - (d) Any non-bid employee losing their position will first bump within their seniority list. The last employee bumped in their seniority list will have the right to bump a junior employee in any other seniority list, providing the employee has the qualifications to perform the duties of the new position.
- 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, is found to be unsatisfactory for the new position, or voluntarily chooses to abandon said 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 registered 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 equal in length to his/her seniority, to a maximum of twelve (12) months.
 - (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. However this only applies if

the employee is transferring from outside the bargaining unit of Local 927's collective agreement.

- (i) They fail to maintain in effect their Possession and Acquisition License (PAL), or cease to be eligible to be issued with an Authorization To Carry (ATC), for a period of six (6) months, from the date of expiry or revocation.

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, or on official leave of any type, 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 union 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. Once the posting period has been completed, the employer shall place the successful candidate in the position within the next 'calendar week', or in the event the position holds a higher monetary rate than the position currently held, the higher rate of pay shall apply commencing on the eighth calendar day, after the expiration of the posting period,
- 10.3 In making staff changes, the applicant possessing the required seniority, ability and qualifications' (in that order) shall be awarded the position. The Employer will not be unreasonable in determining the employee's abilities and qualification. Seniority shall prevail only if the applicants are equal.

ARTICLE XI – DAY AND HOURS OF WORK/OVERTIME/SCHEDULING

- 11.1 (a) The guaranteed scheduled work-week for full time employees, not involved/included in the bid system, shall consist of forty (40) hours per week, with a minimum of two consecutive days off weekly. For those full-time employees included/included in the bid system, hours will be 'blocked' into 80 hours of work, per two-week period. Any employees scheduled to work only four days or three days in a one-week period, will be guaranteed that TWO of the 'off days' are consecutive.
(b) The guaranteed scheduled work-week for permanent part-time employees, not involved/included in the bid system, shall consist of a minimum of thirty-two (32) hours per week, with a minimum of two consecutive days off weekly. For those permanent part-time employees included/included in the bid system, hours will be 'blocked' into a minimum of 64 hours of work, per two-week period. Any employees scheduled to work only four days or three days in a one-week period, will be guaranteed that TWO of the 'off days' are consecutive.
(c) All hours worked in excess of eighty (80) hours per two-week period (bid departments) or forty (40) hours per week (non-bid departments) shall be paid at the rate of one and one half (1 1/2) times the basic straight time rate.
(d) Scheduled hours in any one (1) week, for bidded positions, shall not exceed forty (48) hours or thirteen (13) hours per day (highway runs).

- (e) Casuals are part-time help and have to provide one (1) day (understood to be a 24 hour period) of UNRESTRICTED availability per week, but will not be scheduled more than thirty (30) hours except in extenuating circumstances.
 - (f) Overtime shall be considered as hours worked.
 - (g) Regular full-time, part-time and casual employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each scheduled shift. ABM employees refer to Article XXXI, section 31.7.
 - (h) If you are not scheduled and are 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. Other than in satellite locations, duties assigned by management will not be janitorial duties.
- 11.2 Any employee, excluding employees who are scheduled on ABM on call (who could report to work on multiple occasions, as required, within their on call shift), who shall be required to perform work after he/she has completed his/her 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 ½) times the regular hourly wage rate applicable to the classification to which he is assigned.
- 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 actually 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 guaranteed hours.
- 11.4 The hours shall be divided into one (1) minute units based on one-sixtieth (1/60th) 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 ½) 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 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 non-bid department employees will be posted bi-weekly by noon Thursday.
- 11.8 When additional work is available, it shall be offered to employees, in order of seniority. However, management has the right to offer the work to the most senior employee to which overtime will not be due, as a result of the additional hours of work.
- 11.9
- (a) 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 employee's two (2) consecutive days off.
- 11.11 The Union 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) are all worked in one day between 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 supercede clause 11.7.
- 11.12 If the Employer is unable to operate as a result of a state of Emergency as declared by federal, provincial or local government authority, including but not limited to unsafe driving conditions, the guarantee of hours, as outlined in this article, for full time and part time employees, shall be correspondingly reduced by the number of hours contained in the cancelled shift(s) of each employee scheduled during this period.
- 11.13 All attempts will be made by management not to schedule casuals as custodians except in emergency situations.
- 11.14 If any employee is scheduled days off and has not received their guaranteed hours for the pay period, he/she does not have to work those days off to get their guaranteed hours.
- 11.15 A schedule will be posted bi-weekly, for all employees not a part of the bid system. The following departments will utilize the bid system:
- CIT- Days, CIT- Nights, Vault
- 11.16 Except in the case of a schedule, which is agreed upon by the Employer and the employees of the affected department(s), employees will not be required as part of their regular schedule to work seven consecutive days. Every attempt will be made by management to provide employees two (2) consecutive days off per week.
- 11.17 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.
- 11.18 Once the schedule is posted, changes will be made only to meet emergencies, adjust for absenteeism, tardiness, extra work and to correct apparent errors. Such changes will be posted and communicated as early as may be feasible. The Employer will do it's utmost to provide 12 hours notice for any schedule changes made necessary, for the aforementioned reasons.
- 11.19 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. Management will have the final decision.
- 11.20 Any employee(s) delayed for any reason beyond their control on a return to their 'home branch', (ie: storm, accident, etc.) shall be paid at his/her applicable hourly rate of pay for all hours so delayed, to a maximum of eight hours per day, for each 24 hour period so delayed. It is further agreed that the employer shall pay for any hotel accommodations, and meals, required during the delay.
- 11.21 Bid Run Language:

New – Full time & part time employees who work CIT day, CIT nights or Vault shall bid for positions within their respective department, in order of seniority, hours, shifts and days of work. The above employees may transfer out of their departments by job posting only.

Full Time/Part-Time

- (a) Every four **(4)** months, the employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in two-week blocks. Each two-week block of runs or assignments which is posted, shall be described generally, showing the starting time, projected duration and crew compliments. The two week blocks shall also designate which days in the week an employee shall normally be scheduled off.
The schedule, so posted, shall remain posted for a period of one (1) week or seven (7) calendar days to permit employees to study the schedule on which they will bid.
Employees shall be assigned to their selected weekly blocks or assignments schedules on Monday closest to January 1st, May 1st, and September 1st of each year.
- (b) Approximately seven (7) days after the posting of such schedule, eligible full time employees will be called in order of seniority of their dept classification (C.I.T. days, C.I.T. nights and Vault) and shall be given a 30 minute time limit in which they may bid for the block assignment of their choice. If an employee shall fail or refuse to make any bid selection within the time limit allowed, the employee shall be assigned a position, by management after all other employees have made their selection. A schedule of the approximate time that each employee will be called will be posted, prior to the date of selection. It is to be agreed upon that all involved employees will be readily available to be contacted, by phone, during the determined selection 'window'. Employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the employer of their selection by some appropriate means on a timely basis

Other Conditions

Once an employee has been assigned to a block of runs, that employee will normally remain on said block until the next general bid except:

- (a) Employees that demonstrate a personal reason for changing their bid shall be accommodated on compassionate grounds at the employer's discretion.
- (b) Start time changes of one (1) hour or more of a bid shift will allow the affected employees to bump less senior employees or choose to stay on the changed route.
- (c) In the event a run for which employees have bid shall be eliminated or two **(2)** or more runs merged together, the senior employees on the affected runs will have first rights to the new run or the option of bumping a less senior employee all others will follow the bump process.
- (d) Special assignments may, at the election of the company, be assigned to junior workers, as is necessary, not necessarily involving bid runs.
- (e) Management, along with employees, who directly work in bid/run departments, shall form a consultation committee of not less than 2 employees, from each department. They have input into the formulation of bids/runs, timings, work involvement and days off, so that a fair system will be maintained. The employees will be chosen by their peers.
- (f) If the 'bidded' custodian of a run is absent, the following procedure will apply:

For sick/personal days-

The bidded driver of the run will become the custodian, during the absence.

For vacations, or other planned absence-

The bidded driver of the run will have right of first refusal, to take the custodian position. If declined by the driver, the custodian position will be filled with a qualified Part Time Floater.

For extended absence-

The bidded driver of the run will have right of first refusal, to take the custodian position. If declined by the driver, a re-bid, for the custodian position will take place.

Lay-Offs/"Bumping"

- (i) Any employee losing their bid position (or posting) due to a curtailment of work, or a re-route will exercise their seniority by bumping in order of seniority.
- (ii) Only employees bumped, or laid off, from their position shall be eligible to bump, providing the employee has the qualifications to perform the required duties of the new position.
- (iii) Any employee losing their bid position will first bump within their seniority list. The last employee bumped in their seniority list will have the right to bump a junior employee in any other seniority list, providing the employee has the qualifications to perform the duties of the new position.
- (iv) Each bump will be documented and signed by the affected employees, the Union steward and the employer.

ARTICLE XII – MEALS AND REST PERIODS

- 12.1 Inside employees shall be allowed a minimum of one-half (1/2) hour off to eat their meal of 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 premises, 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 breaks during his/her eight (8) hour shift. If an employee works 12 consecutive hours or more, in one shift, they shall receive another fifteen (15) minute break, which is to be taken between the completion of hour eight and the completion of hour twelve of the shift.
- 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 requested by management to skip rest periods that time will be added to the employees hours for that shift.
- 12.3 Employees required to stay overnight at a location outside their base branch shall be provided with clean, comfortable lodging, single accommodation and shall be paid in advance \$33 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 \$13.00 meal money if any employee works thirteen (13) consecutive hours or more in a twenty-four hour period, including inside workers. A receipt will not be required. Meal money claims to be submitted by the employee, and paid bi-weekly, with their pay.
- 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 regulations 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 employee's 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 return to work under an approved Modified Work Program, they shall be returned to the payroll at his/her previous rate of pay. See Article 6.2(a).
- 15.2 If an employee is placed in a lower category on his return to work after having been on compensation, then the said employee shall be paid at the classified job rate of pay the employee held at the time of 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 condition shall apply:

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.

It should be noted that a request for a note from a doctor, to excuse an absence, or justify payment of sick time, does not constitute a request for a "medical examination".

16.2 If following an employer requested medical examination any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedures 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. The company may make use of trucks without air conditioners, in cases of emergencies, however, no bargaining unit employee shall be disciplined for refusing to perform work on any vehicle without functioning air conditioning or heating.

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 meter. Any parking ticket received by an employee, as a result of parking in a restricted area, and doing so of his/her own accord, without approval from management, will be the responsibility of the employee.

- 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.
- 18.3 The company will not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or any scales, and is fined, the company will pay such fines.

ARTICLE XIX ~ TOOLS

- 19.1 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 union as far in advance as possible, and not less than thirty (30) calendar days to the introduction of technological and mechanical changes as defined in 20.1 above and the matter shall immediately become topic of discussion between the Company and the union particularly with regard 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 ideas 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

22.1 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 Union 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 Labour Code. The Employees are encouraged to bring issues to the attention of the committee.

22.2 The company will ensure that, while employees are working on the road, they will have adequate means of communications, with management.

22.3 The company will pay straight time (at the last rate worked) for safety meetings, but will endeavour to hold these meetings during the shift of the employees concerned. Safety representatives on off-shift shall be considered as having worked.

22.4 All company vehicles will be equipped with appropriate communication devices. The parties agree that there will be no abuse of their use.

ARTICLE XXIII – UNION 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.
- (c) meeting notices

ARTICLE XXIV – TRAINING

24.1 The employer may from time to time provide employees with training programs, or hold meetings (general or departmental), which may be scheduled for times outside normal working hours. These sessions may be deemed mandatory, in which case they are to be considered ‘scheduled’ shifts, and attended accordingly. Employees will be paid for all sessions time spent, at their regular rate of pay. In cases where the employee’s rate of pay could fall within a range, the wage payable will be the lowest of the range.

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 employee scheduled to do on the job training, he/she will be paid either the applicable rate of pay of the job in which he/she is being trained, or his/her rate of pay for his/her regular duties, whichever is higher, based on his/her present classification (i.e. full time, part time, casual).

24.4 The employer will 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 employee’s responsibility.

- 24.5 (a) If any employee has a desire to work in another department, and they require knowledge and training, they will notify their manager, in writing. The manager will make every effort to comply with this request, and begin the requested training, within a twelve-month period of receiving said request, to a maximum of four employees per year. It is understood that the employee(s) requesting training, must have the accreditations/permits/licenses, necessary to perform the job, in which he/she has requested training, in order for the request to be granted.
- (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 may be extended.
- (c) No casuals should be scheduled as a custodian unless he/she is in training. After the training period is over these employees cannot be scheduled as a custodian only in emergency cases.
- (d) All employees of the union 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 employer'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

- 25.1 (a) Discipline will remain on an individual’s file for a period of two years from the time of issuance, unless/until the employee achieves a period of one year, without receiving any disciplinary action. Should this be achieved, all previous disciplinary action will be removed from the employee’s file.
- (b) An employee is entitled to view his/her file under supervision by a member of management, provided he notifies the employer in writing within 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 Shop Stewards, 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 and as required thereafter:

Full-time outside	five (5) shirts
Part-time outside	one (1) sweater
ABM	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 ABM	two (2) shirts one (1) sweater two (2) pairs of pants 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 a pre-determined amount, for a pair of black safety toe (CSA approved) footwear upon, issuing to the employer an official receipt. It is agreed that the departments of CIT- Days, CIT-Nights, Special Services and ABM **must** purchase and wear boots, of a height no shorter than over the ankle. The company contribution towards this purchase **will** be \$80.00. The departments of Vault, Coin Room, Cash Room and Turret have the option to purchase either boots or shoes/sneakers, but if they choose the latter, will qualify for a company contribution of \$60.00 only.

26.3 The Company will purchase, maintain and distribute a bullet proof vest for all regular eligible out-plant employees, with a replacement policy as follows:

Once a bullet proof vest is five (5) years old, the Company will supply the eligible out-plant employee with a replacement vest.

Eligible out-plant employees currently in possession of a bullet proof vest will be issued with a replacement vest, once the vest is five (5) years old.

Eligible employees not currently in possession of a bullet proof vest will be supplied with a vest in accordance with a purchase schedule as agreed between the Parties, probably in order of seniority.

The vest supplied will be of the following standard:

CBA22 - Level II Male
FMBA - Level II Female

or equivalent, and include a nylon exterior carrier or ply cotton washable covers for interior use.

The vests will remain the property of the Company and will be returned when the employee leaves the Company.

Supply of the vest and carrier to the employee constitutes the mandatory use of said vest at all times while on duty for the Company.

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, with prior approval of management.
- 27.2 Pay shall be calculated at and for the regular daily schedule of straight time working hours for those days that 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 January, and such payment will be shown as a separate entry on the employee pay stub.
- 27.4 Sick leave will be earned from January 1st to December 31st.
- 27.5 If employees want to use one (1) or two (2) personal days 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 any one time will observe the limitation by department as per Article 8.1 (d)
- 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 It is understood and agreed that the Employer reserves the right to request and require written medical proof of any claimed illness, beginning with the fourth claimed illness of the calendar year, for which payment is claimed, and the filing of false claims for sick leave payments shall constitute just cause for corrective action, up to and including discharge.

ARTICLE XXVIII – NEW BUSINESS

- 28.1 In the event that an employee performs work covered by the certificate of the bargaining unit, under this agreement and there is no previously established classification or wage rate covering the work performed the union and 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 XXIX – RESPECT

- 29.1 All employees and all members of management 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. If an employee does not treat any member of management then he/she shall be reprimanded accordingly. Both parties shall follow guidelines concerning respect.

ARTICLE XXX – DISCIPLINE

- 30.1 (a) No employee shall be required to attend any meeting, interview for disciplinary purposes, receive a letter of warning without the presence of a Shop Steward, alternate shop steward or a designate of the employee's choice.
(b) If at any time that a Shop Steward alternate shop steward or a designate of the employee's choice is not present at the 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.
- 30.2 No employee will be subject to discipline for refusing to take a polygraph examination. All employees will be able to consult with the Union before taking a polygraph.
- 30.3 Any employee who is given a suspension shall be given his/her day(s) of suspension, commencing with his/her first scheduled shift, immediately following the issuance of the notification of suspension. The suspension will be served on consecutive scheduled shifts, until it has been served in its entirety.
- 30.4 No discipline shall be added to an employees file without their knowledge.
- 30.5 If the company suspends or discharges an employee, the employer shall notify the employee, the shop steward, and the union, in writing within two (2) working days, giving the reason for the suspension or discharge.
- 30.6 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 union, then he/she will immediately leave the premises.

ARTICLE XXXI- (Exclusive to ABM)

- 31.1 Should changes to an employee's schedule be deemed necessary, the company will attempt to inform the affected employee(s) of such changes, with 24 hours notice, if possible.
- 31.2 Whenever possible, or unless there has been an agreed upon schedule implemented (see Article 11.16) the company will attempt to schedule all personnel five (5) days on and two (2) consecutively days off each week.
- 31.3 Stand-by pay of \$1.75 per on call hour will be paid to all employees scheduled in an on call ABM shift. However, the wages earned, as a result of being called/paged in to work, will be subtracted from the stand-by pay, to an extent not to reduce the total stand-by pay, for that shift, to less than \$14.00.
- 31.4 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.
- 31.5 No employee shall be forced to work more than thirteen (13) hours in a twenty-four (24) hour period without eight (8) hours off between shifts.
- 31.6(a) Any ABM call that has to be responded to after twelve o'clock midnight (12:00 a.m.) but before six o'clock (6.00 a.m.) shall be paid time and a half (1 ½).

(b) Any call that has to be responded to between twelve o'clock midnight (12:00 a.m.) and six o'clock (6:00 a.m.) shall receive a three (3) hour minimum. With any three (3) hours minimum (after 12:00 o'clock midnight) 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.

31.7 Casual employees will be paid a minimum of three (3) hours per shift at their scheduled ABM rate. Any hours worked in excess of three (3) hours will be paid at the appropriate rate for the actual time worked. Part time and full time will be guaranteed their allotted hours for their 2 week period.

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

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

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

31.11 Any employee scheduled in an on call ABM shift on Christmas Day shall receive stand-by pay of \$3.50 per stand-by hour. This pay will not be reduced in any way, by the wages earned for responding to calls, during this day only.

31.12 No employee will be scheduled 'on call' for more than three (3) consecutive shifts of fifteen (15) hours, with the exception of the Truro satellite location, in which no employee will be scheduled 'on call' for more than five (5) consecutive shifts of twelve (12) hours. The on call period, in this location, is to be 0800-2000. Should an employee be requested to work, after 2000, he/she will be entitled to a three hour minimum.

ARTICLE XXXII – WEA HER

32.1 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 Shop Stewards 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 XXXIII – DISCRIMINATION

33.1 The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced 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, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation or place of residence.

ARTICLE XXXIV – OVERTIME

34.1 If called in no employee covered by this Agreement who refuses to work overtime shall be subject to any discipline.

ARTICLE XXXV – MATERNITY/PARENTAL LEAVE

- 35.1 Any employee shall be granted Maternity/Parental Leave in accordance with the Canada Labour Code, maintaining seniority and benefits.
- 35.2 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 XXXVI – SUBCONTRACTING

- 36.1 No existing Union work will be subcontracted out unless agreed between the Company and the Union 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 XXXVII – PENSION, HEALTH AND WELFARE

- 37.1 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.
- 37.2 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.
- 37.3 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 be required to pay 20% upfront.
- 37.4 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).
- 37.5 Short Term Disability Benefits commence on the first (1st) day of the accident and the fourth (4th) day of sickness. Benefits are based on 70% of average weekly earnings up to the UIC maximum per week for the first 15 weeks. An increase in the maximum payment will be automatic in accordance with the UIC standard.
- 37.6 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 \$300.00 per week. The total disability period shall be to a maximum of 104 weeks calculated from the commencement of the short term disability claim.
- 37.7 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.
- 37.8 The employer will provide to eligible employees and their dependents a Group Insurance Plan “A” to a maximum of \$40,000.00.
- 37.9 The employer will provide to employees an Accidental Death or Dismemberment Plan with a benefit of \$40,000.00.
- 37.10 The employer will provide corrective lens coverage of Two Hundred Dollars (\$200.00) once every two years for such eligible employees and their dependents.

37.11 The employer will provide for regular full-time and part-time employees a Dental Plan for such eligible employees and their dependents.

37.12 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"

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. Casuals shall be offered in order of their seniority, part-time or full-time positions that become available, prior to hiring from outside the company.
- C. Casual employees will be paid for the hours worked and will be paid overtime in accordance with Article 11.
- D. Casual employees shall not be used, while bargaining unit employees are on lay-off until laid off employees are first offered the available hours of 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 by placing their name on the availability list.
- F. Casual employees shall be provided with a clothing allowance as described in Article 26.1.

Casual employees will:

- G. Be granted the rest periods as per Article 12.
- H. Receive vacation pay as determined under the Federal Labour Code and that 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 37.4.
- L. Be entitled to health and safety provisions as outlined in Article 22.
- M. Any casual employee who has worked a combination of shifts that total 1668 hours, in any twelve (12) month period shall be reclassified to regular part-time status.

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 "B"

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.

Yarmouth, Nova Scotia

2. Retainer fees payable fully compensated 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 minutes in 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 kilometer. 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 37.3 as well as dental plan in accordance with Article 37.11, felonious assault insurance as per Article 37.4 and to participate in the Company Pension Plan as per Article 37.1.
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 7.1(a). Holiday pay will be computed in the following manner – Employees will receive the normal retainer fee for the week in which the statutory 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 8.2(b) in accordance with the Federal Labour Code.
15. All remote employees shall receive their vacation as set out in Article 8.2(a).
16. All remote employees shall receive eye coverage as to Article 37.10.

REMOTE BACKUP EMPLOYEES

1. The purpose of backup remote employees helps to provide relief for the primary remote employees.
2. Seniority for backup remote employees shall be for the purpose of promotion or to hire to primary position.
3. Backup remote employees will be paid one seventh (1/7th) of the weekly retainer for each day they provide relief.

REMOTE BACKUP EMPLOYEES WILL:

4. Receive vacation pay as determined under the Federal Labour Code and such vacation pay shall be paid on the remote backup employee's normal pay.
5. Be entitled to file grievances according to the grievance and arbitration procedure of this Agreement.
6. Be provided with felonious assault insurance as per Article 37.4.
7. Be entitled to Health and Safety provisions in Article 22.

APPENDIX "C"

GLOSSARY

For the purpose of this Agreement:

"Employer" means Group 4 Securicor and may be referred to as the "Employer"

"Employee" means a person employed by Group 4 Securicor and in the bargaining unit.

"Grievance" means a dispute between two parties that can't come up with a suitable settlement.

"Bulletin Board" means a board on which information is supplied to be read by Employees.

"Promotion" means an Employee who changes classification to part-time, full-time, or to a different department.

"Seniority" is to be defined as uninterrupted employment and is based on initial date of becoming permanent part time or permanent full time.

"Full-time Employee" means an Employee who is regularly scheduled to work full-time hours in a permanent position (Refer to Article 11.1a)

"Part-time Employee" means one who is employed on a regularly scheduled basis but who works less than the hours scheduled for a full-time Employee. (Refer to Article 11.b)

"Casuals" means Employees who are only employed as required by Group 4 Securicor. (Refer to Appendix A)

"Probationary Employee" means a newly hired Employee serving a probationary period.

"Permanent Employee" is an Employee who is hired on a permanent basis.

"Anniversary date" means one year or three hundred and sixty-five days later than the event in the earlier year.

"Union" means the Teamsters Union of Nova Scotia and may be referred to as the Union.

"Vacant Position" means that there is no bargaining unit member employed in the bargaining unit position.

"Working Day" means a day on which work is regularly scheduled and includes a day on which an Employee would ordinarily be working.

"Qualifications" shall be defined as legal and proper permits and certificates to perform the work.

Job Descriptions are intended to be a general description only, and do not limit jobs to those duties described.

1. "ABM Employees" are those employees whose duties are primarily to work in the ABM department, and to access/provide services to ABM's (Automated Banking Machines).

2. "Armored Car Employee" shall perform the servicing of financial institutions with respect of all cash and securities and coin, some ABM servicing, as well as the collection of cash and coin from commercial accounts for delivery to the banks.
3. "Vault Teller" shall perform, in the vault all those responsibilities required.
4. "In Plant Workers" are those employees whose primary duties are carried out within the walls of the branch.
5. "Custodians" shall be responsible for crew, parcels, and all required equipment.
6. "Drivers" and "Driver/Guards" (see new rate proposal) shall drive the vehicle and assist the Custodian. Driver/Guard will assume custodian duties, and be compensated accordingly, if/when the custodian cannot continue in that capacity.
7. "Guard" shall perform the duty of guarding the crew and assisting the custodian. The guard shall not drive the vehicle.
8. "TurretGuard" shall guard and control the access and egress from the building.
(Note: Any employee scheduled in the Turret Guard position, or used as a replacement for the scheduled Turret Guard, due to illness, vacation, etc., for the entirety of the shift, shall be qualified to be issued with a sidearm.)
9. "Lead Hand"
 - (A) Lead Hand positions will be appointed, by management.
 - (B) A Lead Hand shall not issue any type of discipline, verbal or written, no recommend same.
 - (C) It is agreed that this is not a supervisory position.
 - (D) A lead hand shall not make assessments, judgements, evaluations or references relating to the work performance of other employees.
 - (E) Lead hand positions are voluntary, and shall not be forced upon an employee.

Unless any provisions of the Agreement otherwise specify, the plural includes the singular, and the masculine includes the feminine and vice versa as the context may require.

APPENDIX "D"

DEPARTMENTS	OLD	NOV 1/04	NOV 1/05	NOV 1/06
F/T Night Route Custodian	16.30	16.98	17.69	18.24
F/T Day Route Custodian	16.05	16.72	17.42	17.96
F/T Night Route Guard	15.50	16.15	16.82	17.34
F/T Day Route Guard	14.90	15.52	16.17	16.67
F/T Night Route Driver	15.25	15.89	16.55	17.06
F/T Day Route Driver	14.90	15.52	16.17	16.67
F/T ABM	13.75	14.32	14.92	15.38
F/T Special Services	10.75	11.20	11.67	12.03
F/T Coin Room	10.50	10.94	11.40	11.75
F/T Cash Room Nights	10.75	11.20	11.67	12.03
F/T Cash Room Days	10.50	10.94	11.40	11.75
F/T Vault Nights	13.25	13.80	14.38	14.82
F/T Vault Days	13.00	13.54	14.10	14.54
P/T Vault- Days	N/A	11.98	12.48	12.87
F/T Turret Nights	10.35	10.78	11.23	11.58
P/T Vault- Nights	N/A	12.24	12.75	13.14
FIT Turret Days	10.10	10.52	10.96	11.30
F/T Janitor	9.25	9.64	10.04	10.35
P/T Janitor	9.25	9.64	10.04	10.35
P/T Night Route Custodian	13.35	13.91	14.49	14.94
P/T Day Route Custodian	13.10	13.65	14.22	14.66
P/T Night Route Guard	12.90	13.44	14.00	14.43
P/T Day Route Guard	12.45	12.97	13.51	13.93
P/T Night Route Driver	12.60	13.13	13.68	14.10
P/T Day Route Driver	12.35	12.86	13.40	13.81
P/T ABM	12.50	13.02	13.56	13.98
P/T Special Services	10.40	10.83	11.28	11.63
P/T Coin Room	9.80	10.21	10.64	10.97
P/T Cash Room Nights	10.05	10.47	10.91	11.25
P/T Cash Room Days	9.80	10.21	10.64	10.97
P/T Turret	8.47	8.82	9.19	9.47
Casual Inside	8.00	8.33	8.68	8.95
Casual Outside	9.45	9.84	10.25	10.57
F/T 'Driver/Guard' - Nights (applicable to all-off trucks)	N/A	16.73	17.43	17.97
F/T 'Driver/Guard' - Days (applicable to all-off trucks)	N/A	16.47	17.16	17.69
P/T 'Driver/Guard' - Nights (applicable to all-off trucks)	N/A	13.66	14.23	14.67
P/T 'Driver/Guard' - Days (applicable to all-off trucks)	N/A	13.40	13.96	14.39

NOTE: Any hourly employee who fills in a Lead Hand Position in any department shall be paid One Dollar (\$1.00) on top of their normal hourly rate for that department.

IN WITNESS WHEREOF the parties hereto have affixed their signatures on the date noted below.

DATED AT Dartmouth, in the Halifax Regional Municipality, and Province of Nova Scotia, this
day of, A.D., 2005.

GROUP 4 SECURICOR

M. [unclear]

[Signature]

TEAMSTERS LOCAL 927

[Signature]

[Signature]

[Signature]

[Signature]
