



**TEAMSTERS  
CANADA**

**GARDAWORLD**

**NOVA SCOTIA AGREEMENT**

**BETWEEN**

**CANADA COUNCIL  
OF TEAMSTERS**

Affiliated with the  
International Brotherhood of Teamsters  
And Its Local Union No. 927  
(hereinafter referred to as the "Union")

**And**

**GARDA WORLD CANADA LTD.**  
(hereinafter referred to as the "Company")

Effective from  
November 1<sup>st</sup>, 2015 to October 31<sup>st</sup>, 2018

**10435 (06)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Work Address \_\_\_\_\_

Work Phone \_\_\_\_\_

Union Steward \_\_\_\_\_

Phone \_\_\_\_\_

**Canada Council of Teamsters  
and its Local 927  
900 Windmill Road, Suite 105  
Dartmouth, Nova Scotia B3B 1P7**

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**TO: ALL GARDA TEAMSTERS IN NOVA SCOTIA**

**RESPECT IS A TEAMSTER CONTRACT**

Dear Brothers and Sisters:

Your Bargaining Committee worked hard to negotiate this Collective Agreement with the interest of you, the members, in mind.

We were able to bargain a new Collective Agreement which favours increases in pay and allowances over the three year term for the members. The ratification results mirrored the general reaction that this Collective Agreement has once again reached across boundaries to come up with new and innovative language.

As always this set of negotiations was a team effort with you, the members, participating in proposal meetings and the ratification vote. With your help and your Bargaining Committee's resolve to maintain the Garda employees at the top of the compensation ladder and to maintain labour peace we have achieved, once again, the best possible Collective Agreement in its field.

In Solidarity,

Derek Doiron  
Secretary  
Teamsters Local 927

ds/cope

# GARDAWORLD

Dear Colleagues,

This collective agreement covers the terms and conditions of your employment with GardaWorld as negotiated between your union representatives and our management team. This agreement was reached with the shared expectation and renewed commitment that we will work together as one team to be successful. Success means delivering on our mission to be THE BEST cash services provider in the industry by:

1. Exceeding our customers' expectations
2. Leading the industry's value creation transformation
3. Providing a safe and secure work environment for our employees and partners
4. Growing profitably

Delivering as a team on this mission to be THE BEST cash services provider will enable us to win in the marketplace which will benefit you and all of our colleagues and stakeholders at GardaWorld.

As mentioned earlier, winning and delivering on our mission will require a team effort, which means that each and every one of us have the key responsibility to always deliver a professional service to our customers while applying our key values that we proudly wear on our uniforms: INTEGRITY, TRUST, VIGILANCE, RESPECT.

We look forward to winning as team.

Best Regards,

**Alain Robichaud**  
**Chief Operating Officer, Cash Services, Canada**

# TEAMSTERS HISTORICAL OVERVIEW



**INTERNATIONAL  
BROTHERHOOD  
OF TEAMSTERS**  
1 400 000 members

**TEAMSTERS CANADA**  
130 000 members

**Teamsters Nova Scotia,  
New Brunswick, P.E.I.**  
2 000 Members

## **TEAMSTERS CANADA**

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

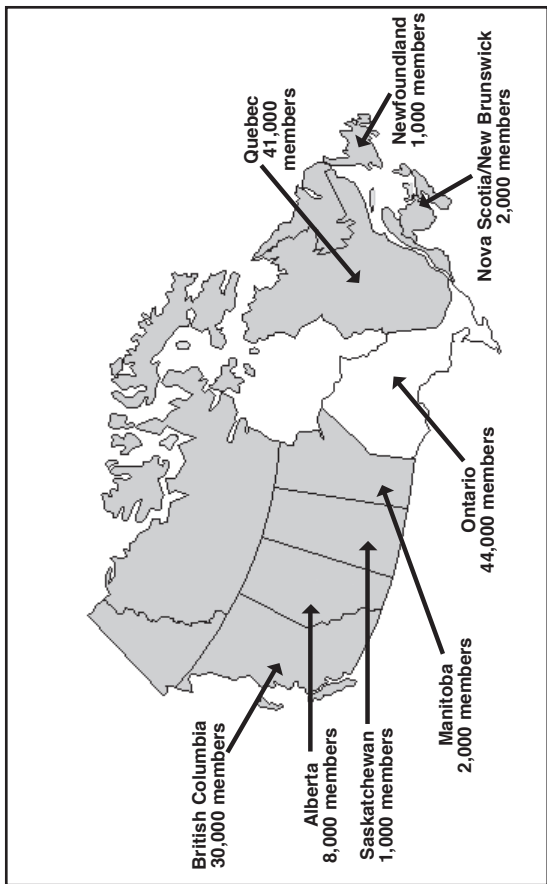
Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and both Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



## TEAMSTERS CANADA

<b>TEAMSTERS CANADA SERVICES</b>	<b>UNION SERVICES</b>
<ul style="list-style-type: none"> <li>– Research</li> <li>– Governmental Affairs</li> <li>– Education</li> <li>– Communications</li> <li>– Recruiting</li> <li>– Out-of-work Benefits</li> <li>– Health and Safety</li> <li>– Human services</li> </ul>	<ul style="list-style-type: none"> <li>– Negotiation/Collective Bargaining</li> <li>– Grievance and Arbitration Procedure</li> <li>– Health and Welfare Program</li> <li>– Pension Plan Program</li> <li>– Job Security</li> <li>– Legal Assistance</li> <li>– Political Action</li> <li>– Governmental Representation</li> <li>– Workplace Safety and Insurance Board Advocacy</li> <li>– Human Relations</li> <li>– Education</li> <li>– Research</li> <li>– Members Scholarship</li> <li>– Health and Safety Program</li> <li>– Union Publication</li> <li>– Communications</li> <li>– Credit Card Program</li> <li>– Public Campaign</li> <li>– Charity Sponsorship</li> <li>– Retirees Program</li> <li>– Recruiting</li> <li>– Out-of-Work Benefits</li> <li>– Accounting System (TITAN)</li> </ul>
<p><b>TRADE DIVISIONS</b></p> <ul style="list-style-type: none"> <li>– Brewery, soft Drink</li> <li>– Construction</li> <li>– Dairy and Bakery</li> <li>– Warehouse</li> <li>– Movie and Trade Union</li> <li>– Chemical and Energy</li> <li>– Printing and Newspaper</li> <li>– Industrial Trades</li> <li>– Courier</li> <li>– Freight and Cartage</li> <li>– Airline</li> <li>– Rail</li> <li>– Armoured Cars</li> <li>– Healthcare</li> </ul>	
<p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	



## WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the right to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

## **WHO IS YOUR UNION STEWARD?**

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interest of the Union members are protected and guaranteed.

## INTERVIEWS OR INVESTIGATIONS

### *As a Teamster Member, you have rights on the job: Know Them – Use Them*

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

**1) Demand union representation:**

Ask for Union representation before the interview.

**2) Refuse to proceed without union representation:**

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

**3) Union representation is a fundamental right:**

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

**What should you say:**

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions.”

**This is what your Steward can do for you:**

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

**OCCUPATIONAL  
HEALTH & SAFETY LAW**



# THE OCCUPATIONAL HEALTH AND SAFETY ACT

## CANADA LABOUR CODE

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under The Canada Labour Code – Part III. Here is a quick guide to the Act. For details, refer to the Regulations Respecting Occupational Safety and Health made under Part II of the Canada Labour Code

### **Employer's Duties**

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

### **Supervisor's Duties**

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.
- Ensure that the vehicles and mobile equipment used by the employees in the course of their employment meet prescribed safety standards.
- Comply with every oral or written direction given to the employer by a safety officer concerning the safety and health of employees.

### **Workers' Obligations**

- Use all safety equipment and wear all protective clothing required by the employer.

- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.
- Take all reasonable and necessary precautions to ensure the safety and health of the employee, the other employees and any person likely to be affected by the employee's acts or omissions.
- Comply with all instructions from the employer concerning the safety and health of employees.
- Co-operate with the safety and health committee established in the workplace where the employee is employed.
- Report in the manner prescribed every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury to the employee or to any other person.
- Comply with every oral or written direction of a safety officer concerning the safety and health of employees.

**Workers may not:**

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

**The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

An employee may not refuse to use or operate a machine or thing or to work in a place where:

- The refusal puts the life, health or safety of another person directly in danger; or
- The danger referred to is inherent in the employee's work or is a normal condition of employment.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, a Safety Officer must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed to the Board, you must return to the job if he so orders, pending the outcome of such appeal.

**FOR QUESTIONS ABOUT  
OCCUPATIONAL HEALTH & SAFETY  
Canadian Centre for Occupational Health & Safety –  
1-800-668-4284  
Website: [www.CCOHS.ca](http://www.CCOHS.ca)**

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

1.01 The Union and the Company agree that the general purpose of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to promote a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreement and undertaking covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.02 **Joint Labour/Management Consultation Meetings**

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet a minimum of once every two months, the chair rotates, the Company will take minutes and both parties to agree upon the minutes prior to distribution. The general guidelines for such meetings are described in Appendix "B" of this Agreement.

**ARTICLE 2**  
**RECOGNITION**

2.01 The Company recognizes the Union as the bargaining agent for all its employees of in the Province of Nova Scotia, save and except dispatchers, Supervisors, and those persons above the rank of supervisor, office, clerical employees, and sales staff.

2.02 Casual employees shall be covered by this Collective Agreement only as specifically set out in Appendix "A" to this Agreement.

2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:

- (a) for the purpose of instruction or training, or
- (b) for emergency situations requiring immediate action which shall be subject to the grievance procedure, or
- (c) small Branch operations to promote efficiency **to a maximum of one (1) shift of eleven (11) hours per week.**

2.04 **No Contracting Out Work**

No unionized work will be subcontracted unless agreed between the Company and the Union prior to subcontracting. If the parties are unable to reach an agreement the matter may be referred to arbitration as per Article 7.01 for final determination. No work will be subcontracted until the arbitrator's decision is known.

2.05 **Outside Agreement**

The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

2.06 **Gender Clause**

The word "employee" or "employees" wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

## **2.07 Printing of Collective Agreement**

The Company will pay the cost of printing the Collective Agreement at a Unionized Printing Shop.

### **ARTICLE 3 RESERVATIONS TO MANAGEMENT**

- 3.01 The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees for proper cause or otherwise discipline employees.
- 3.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 3.03 The right to reduce overtime wherever and whenever possible.
- 3.04 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations, and to manage this business in all respects.
- 3.05 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.
- 3.06 The Company hereby reserves all rights and privileges not specifically modified by this Agreement.

### **ARTICLE 4 UNION SECURITY**

- 4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed

initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

- 4.02 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Branch Steward as part of the induction training program.
- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies monthly from the first pay cheque of an eligible employee, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20<sup>th</sup>) day of the month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- 4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Company in writing of any change in the amount of Union dues and such notification shall be the Company's authorization to make the deductions specified.
- (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.

(b) Twelve (12) checkoffs per year (calendar month).

Monthly: Addresses to be updated as well as name changes i.e., marriage and terminations or resignations to be clearly identified.

4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.

4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

## **ARTICLE 5 UNION REPRESENTATION**

5.01 Shop Stewards shall be appointed or elected as the Union so wishes, to see whether the members of the Union and the Company follow the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Shop Stewards for lawful Union activities, and the Shop Steward shall not let his duties unduly interfere with his regular work assignment. One (1) Steward shall be located at each Branch, except that four (4) Stewards will be located at the Halifax Branch.

5.02 The Union shall advise the Company in writing of the names of the Stewards, who shall be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to so act during the term of the Agreement.

5.03 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay. In any meeting with the Company on Union business,

including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.

- 5.04 All employee payroll details will be made available to the Stewards upon twenty-four (24) hours' notice. The Business Representative of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the time cards, payrolls and equipment used by employees in order to determine that the terms of this Agreement are being observed, provided he shall have no unescorted access to the security area.
- 5.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or Branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 5.06 **Alternate Stewards**  
The Company agrees to recognize any employees, selected by the Union Stewards, to act as alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.
- 5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.
- 6.03 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled with the terms and conditions set forth in this Agreement.
- 6.04 **Step One**  
Any grievance of an employee shall first be taken up between such employee, his Shop Steward and his Supervisor, within seven (7) working days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.
- 6.05 **Step Two**  
Failing settlement under Step One, the matter will be taken up to Step Two. The Union designates shall be



a Business Agent or the Chief Steward, as the case may be, and the Company designates shall be the Branch Manager and either the Human Resources Representative or the Regional Operations Director or his designate. This meeting must be conducted once a month and the grievor and his Steward shall be present and will not suffer any loss of wages.

#### 6.06 **General Provisions**

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

#### 6.07 **Extension of Time Limits**

Any and all time limits set forth in Article 6 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, **with the approval of Local Business Agent** which shall be confirmed in writing, **which may include email.**

#### 6.08 **Discharge or Suspension Notice**

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

## 6.09 Discharges and Suspensions

- (a) If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward. If a suspension is grieved, the Company will not put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration. However, if an employee is suspended pending investigation, he shall not suffer any loss of pay for the duration of the Company's investigation.

At the conclusion of the investigation, the Company shall, upon proper and reasonable notice to the parties, convene a meeting with the suspended employee and the Steward. Upon the failure of the employee to attend the prescheduled meeting or, failure of the employee to inform the Company beforehand of his inability to attend the meeting, he shall be deemed to have abandoned his employment, unless the employee is unable to attend the meeting for reasons beyond his control. Notice of the Meeting shall be in writing and shall be deemed sufficient if sent by registered mail to the employee's last known address on file with the company, after an attempt has been made to contact the employee by phone.

While on a paid suspension, the employee shall be available at all times during his regular working hours, as if he was working and he shall report to his immediate Supervisor on a daily basis.

- (b) If, as a result of criminal charges, an employee's ability to carry a firearm for employment purposes is revoked, the employee shall be sus-

pending without pay for as long as he or she is unable to carry a firearm.

- (c) If, as a result of criminal charges, there is no restriction placed on an employee's ability to carry a firearm for employment purposes or the bail conditions respecting the charges permit same, the Company can:
  - (i) allow the employee to work and carry a firearm;
  - (ii) allow the employee to work by re-assigning the individual to a bargaining unit position which does not require the carrying of a firearm, and continue to pay the employee his normal wage rate; or
  - (iii) suspend the employee with pay until the final disposition of the charges.
- (d) The Union reserves the right to grieve and arbitrate Company involvement in the revocation of an employee's ability to carry a firearm, in circumstances where an employee is suspended without pay as per Article 6.09 (b) above.

6.10 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 ten (10) minute interview with his Steward, then he will immediately leave the premises.

#### 6.11 **Stewards' Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations. For greater clarity, the Company will only administer discipline at a meeting face-to-face with the em-

ployee concerned, and a Steward **of the employee's choice** present, failing which, the discipline shall be deemed null and void.

**It is mutually agreed that there will be no additional cost to the company for giving employees their choice of Steward.**

**6.12 Employee's Record**

Any adverse statements, warnings, reprimands or suspensions will be removed from the employees file after twelve months from this occurrence provided there has been no re-occurrence of the same incident.

- 6.13 If adverse statements, warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

- 6.14 Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.

- 6.15 All decisions arrived at between the representatives of the union and the Company shall be in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.

## **ARTICLE 7 ARBITRATION**

- 7.01 If final settlement of the grievance is not complete within five (5) working days after the Step 2 conference, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to a single arbitrator at any time within thirty (30) days thereafter, but not later, otherwise the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The written notice referred to in Article 7.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) arbitrator or propose the names of three (3) different arbitrators. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the Canada Labour Code, as amended.
- 7.03 The arbitrator appointed shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.

- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

## ARTICLE 8 STRIKES AND LOCKOUT

- 8.01 During the life of this Agreement there shall be no strike/lockout by the Company or by the Union.

8.02 **Legal Picket Line**

It shall not be a violation of this Agreement, however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

## ARTICLE 9 CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

- 9.01 (a) The following straight-time hourly rates shall be in effect during the term of this Agreement.

### FT WAGE SCHEDULE

Position	Rate – Before ratification	<u>Ratification</u>	<u>Oct. 30 2016</u>	<u>Oct. 29 2017</u>
Custodian/All-Off	<u>\$21.10</u>	<u>\$21.56</u>	<u>\$22.10</u>	<u>\$22.70</u>
SS/ED	<u>\$15.15</u>	<u>\$15.48</u>	<u>\$15.87</u>	<u>\$16.30</u>
Cash Room	<u>\$15.69</u>	<u>\$16.04</u>	<u>\$16.44</u>	<u>\$16.88</u>
Coin Room	<u>\$15.69</u>	<u>\$16.04</u>	<u>\$16.44</u>	<u>\$16.88</u>
Vault	<u>\$18.40</u>	<u>\$19.30</u>	<u>\$20.29</u>	<u>\$21.34</u>
On Call	<u>\$18.29</u>	<u>\$18.69</u>	<u>\$19.16</u>	<u>\$19.68</u>
<b>Remote employees</b>	<b><u>352.08\$ per week</u></b>			

**The parties agreed to a wage progression of:**

<b>Ratification:</b>	<b>2.2%</b>
<b>2016-11-01:</b>	<b>2.5%</b>
<b>2017-11-01:</b>	<b>2.7%</b>

**Vault: 0.50\$ per year on top of the wage increase will be applicable at the same time as the annual increase.**

Effective the ratification date, new hires will start at a graduated pay rate according to their job classification. All new hires will be paid at 80% of the applicable wage rate for FT40 for the first 0 to 6 months of employment. Between 6 months and **12** months of employment, all new hires will be paid at 90% of the applicable wage rate for FT40. After the total of **12** months of employment, the new hires will be paid at 100% of the applicable FT 40 wage rate. Upon ratification, the graduated pay rates only apply to all new hires.

- (b) All locations will manage their own “bid” system, “on-call” system and vacation entitlement procedures within their own location. Failure to reach a mutually workable agreement between the parties will be subject to the grievance and arbitration procedures. The last day shift spot bidded will go to the Union Steward if his seniority did not already secure him a spot and the Union Steward will appoint an alternate Steward on the night shift

(c) **Lead Hands**

Lead Hands will be paid \$1.00 above the rate of the classification in which they are working. In choosing lead hands, seniority shall prevail. It is the responsibility of the Company to train the lead hand and the lead hand shall be able to

perform all the duties required within thirty (30) working days. **A Lead Hand does not have the authority specific to discipline, hire or fire any employee. His/her role is to direct the work while performing his/her work.**

## 9.02 New Classifications

When new work is required for which there is not a suitable classification established by this Agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing at any time that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 7 hereof.

- 9.03 (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. Payment shall be by direct deposit. The Company will not access employee's bank account to remove monies under any circumstances.
- (b) The Company shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect to all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- (c) Where 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 for an amount



of seventy-five (\$75.00) dollars or more, the employee will receive payment by the Tuesday following payday. Amounts less than seventy-five (\$75.00) dollars will be reimbursed on the Employee's following pay.

9.04 **Boot Allowance**

Once every two (2) years, the Employer will provide each employee with a voucher towards the purchase of a pair of safety boots. **The employee can choose to buy their own boots and the Employer will reimbursed up to 125\$ every 2 years with receipt.** Or the Employer will select at least four (4) styles from which employees may select their boots. The boot selection will be done in consultation with the labour management committee.

9.05 (a) **Clothing Allowance:**

The Company shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Company. Such uniforms shall remain the property of the Company. All uniform items, including shirts, shall be replaced on a one to one basis only when deemed appropriate by management. The Company shall direct the appropriate uniform dress code.

(b) Each employee shall be assigned a locker. Once assigned, the locker shall be considered as that employee's private property and no-one may open and/or search the employee's locker unless that employee is present, or for security considerations when the employee or the union have been notified prior to opening the locker

9.06 All full-time road crew employees (armoured and service) will be supplied with a bullet resistant garment that must be worn while on duty, replacement

vests will be provided upon expiry. All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the company.

9.07 On over the road operations which are overnight or out for more than one (1) day, the following allowances will apply for the second and all subsequent days, and if necessary, the employees shall be provided with clean, comfortable lodging and single accommodation:

- |              |         |
|--------------|---------|
| a. Breakfast | \$ 9.00 |
| b. Lunch     | \$12.00 |
| c. Dinner    | \$18.00 |

9.08 Such meal allowances for overnight runs will be paid in cash prior to the run leaving the Branch. Additionally, any employees who are required to lay over while out of town will be provided with reasonable hotel lodging (**employees will be provided their own room**). In the event an overnight run is unable to continue and employees are required to lay-over for a period of time, such employees shall be paid for their regularly scheduled shift. However, if such employees are required to guard or remain on the armoured car they will be paid for all the time spent in so doing, at the applicable rates.

9.09 Tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Company, and shall remain the property of the Company at all times.

9.10 Any certificates or permits required by either the government or the Company to carry out an employee's duties for the Company shall be considered a condition of employment. The cost of obtaining and renewing said permits or certificates will be paid by

the Company in addition to the cost of any course or course material in this regard. This shall not include the cost of the drivers licence or its renewal. Employees will bear the cost of their initial Possession and Acquisition License (PAL). The company will provide written notice to each employee six (6) months prior to the expiration of their PAL – Possession and Acquisition Licence. Each employee must provide the application to renew their PAL three (3) months prior to the expiration date to the Company. Should an employee submit their application to the Company after this time and not receive their renewed PAL prior to the expiration of their current PAL they will be placed on a leave of absence without pay until such time as they receive their renewed PAL.

The Company shall pay the cost of obtaining the ATC permit for employees who have been employed for more than thirty (30) days, who do not have an authorization to carry permit and wish to transfer to a position that requires an ATC.

The Company shall pay the employee at their applicable rate of pay as per the Collective Agreement for firearms training with an approved, qualified Company instructor.

Employees will maintain a valid Driver's licence for the vehicle they drive. Should an employee have their license revoked for any reason they must report this immediately to their manager. Any employee who has their license revoked will be removed from the schedule without pay until such time as their license has been reinstated.

For any current employee who desires to upgrade their licence, the Company will supply the truck for the test, pay for the licence fee, the lost time from work, and the fee to obtain their "Z" Endorsement

(air brakes) Certificate. Reimbursement for the above will be made upon successful completion of a bidded Driver position, pre-approval of course content and costs and providing receipts.

**An employee who voluntary leaves the company on his own and fails to complete one (1) year of employment will be required to reimburse the company on a pro-rated basis the costs associated with the ATC and Security Guard Licences. The costs of the permits will be divided by 12 and multiplied by the remaining months of the year. Any monies to be repaid will be deducted from the employee's final pay cheque.**

- 9.11 The Company agrees to pay for all bonding for its employees.
- 9.12 At ratification any employee who is assigned to a "Night" shift shall receive a shift premium of fifty (\$0.50) cents per hour for all hours worked on each such shift. It is understood that the shift premium if an integral part of the employee's wage rate and therefore is payable for Stats, floaters, sick days (personal leave time), vacations, jury duty, bereavement and training. Overtime will not be applied to the shift premium.
- 9.13 The Company will pay \$13.00 meal money if any employee works twelve (12) hours or more in a twenty-four hour period, including inside workers. A receipt will not be required. Meal periods will be flexible in order to provide time for personal appointments with prior authorization for inside employees.

#### **ARTICLE 10 –STATUTORY HOLIDAYS**

- 10.01 All regular full-time employees shall be entitled to the following legal holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	Natal Day
<b>Heritage Day</b>	

- 10.02 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.
- 10.03 Eligible full-time employees are those guaranteed **thirty-two (32) and** forty (40) hours a week and who have been employed in excess of thirty (30) calendar days.
- 10.04 In the event a Statutory (General) Holiday is proclaimed by the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.
- 10.05 Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.
- 10.06 Notwithstanding Article 10.08, if a Holiday falls on an employee's day off, he shall be entitled to an additional day off with pay on his next regularly scheduled work day or a mutually agreed upon day within the pay period.

**NOTE :**

**Cash room to follow agreement as per section 10.06 & 10.02 and no longer be able to hold days**

**during Holiday weeks to schedule throughout the year.**

- 10.07 Any hours worked on a Statutory Holiday shall be paid at time and a half (1.5) the employee's hourly rate.
- 10.08 (a) Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.
- (b) Employees assigned the four (4) day work week will be paid ten (10) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a four (4) day employee's scheduled day off, he shall be paid ten (10) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.
- (c) Employees assigned the three (3) day work week will be paid twelve (12) or thirteen (13) hours' pay whichever applies, at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a three (3) day employee's scheduled day off, he shall be paid twelve (12) hours' pay or thirteen (13) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

**Statutory holiday pay for FT32 will be calculated by taking the average of the last twenty (20) days worked, not counting overtime, before the holiday.**

## **ARTICLE 11 VACATIONS**

11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority, provided it does not conflict with the Company's need to maintain an efficient work force.

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.

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

Day Route	<b>3</b>
Night Route	2
Vault	1
Turret	1
ABM	1
Cash Ops- Days	<b>1</b>
Cash Ops- Nights	2
Envelope Processing	<b>1</b>
Coin Room	1
Special Services	1

The vacation period July 1<sup>st</sup> to September 5<sup>th</sup> 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 1<sup>st</sup> to September 5<sup>th</sup>, after the completion of the vacation posting.

During the last three (3) calendar weeks of December and the first calendar week of January the company will allow one (1) inplant and one (1) outplant employee to select vacation based on seniority.

**Only 3 day routes will be permitted from January to December excluding weeks where a Holiday falls and including the current black out period as stated currently for December and the first calendar week in January.**

- 11.02 (a) The basis for payment of vacation pay and length of vacation will be as follows:

<b><u>Length of Service at January 1</u></b>	<b><u>Vacation Entitlement</u></b>
Less than one (1) year	One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Fifteen (15) years	Five (5) weeks
Twenty-five (25)	Six (6) weeks

- (b) Vacation entitlement shall be based on the full-time employee's anniversary date and vacation pay based on previous calendar year. If in any calendar year an employee reaches his or her conversion year he or she will be entitled to an extra week's vacation as listed above. The additional week's vacation will be awarded on January 1st of the year in which the anniversary falls.

The employee must reimburse the additional vacation pay if his employment terminates prior to



having accrued the full amount of the vacation entitlement on a pro-rated basis except in the case of lay-off or retirement.

- (c) Regular full-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. The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation shall be paid out once per year on the last pay period of the year.
- 11.03 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more.
  - 11.04 Any employee who was prevented from taking his vacation during the calendar year due to illness, accident or lay-off and who will not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31<sup>st</sup>, on a separate cheque.
  - 11.05 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular day before his vacation commences. The vacation pay shall be on a separate pay stub.
  - 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
  - 11.07 Vacations due in any year must be taken in the calendar year and based on their seniority employees shall have the right to take all weeks of their vacation at one time within their vacation year except that if any employee requests vacation in the period July 1<sup>st</sup>

to Sept. 5<sup>th</sup> it will be limited to a period of two (2) weeks.

- 11.08 All submissions for vacation shall be made in writing on forms supplied by the Company before February 15<sup>th</sup> for the current year's vacation period. These applications will be processed and approved subject to seniority provisions and posted by March 1<sup>st</sup>. These approvals cannot be changed without the consent of the affected employees.

Any employees who do not submit their vacation request by February 15<sup>th</sup> will be assigned vacation time by the Company. The holiday schedule will be posted at all times by department. No seniority rights shall apply after February 15<sup>th</sup> in the choosing of vacation time.

- 11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.
- 11.10 An employee who leaves the employment of the Company for any reason prior to December 31<sup>st</sup> shall receive vacation credits earned as per Article 11 herein.
- 11.11 Employees who have completed six (6) years of service will be entitled to six (6) per cent (6%) vacation pay, regardless of seniority, or pay under Article 11, whichever is greater.
- 11.12 If an employee's vacation is selected and then cancelled by the Company, 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 Company that the monetary deposit will be forfeited, the Company will reimburse the Employee for the monetary deposit.

- 11.13 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 (1½) times the employees 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.

## **ARTICLE 12 SENIORITY**

- 12.01 Seniority shall be as defined in Article 12.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

### **12.02 Probationary Period**

- (a) Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred and eighty (180) calendar days from the date of hiring by the Company. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the grievance procedure. After completing the probationary period, the employee's seniority will begin from the date he was hired as full-time.
- (c) The probationary period is defined as the initial one hundred and eighty (180) calendar day employment period of a new employee which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and

the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.

12.03 (a) **Bumping Rights**

In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to a lay-off or job elimination will exercise their seniority by bumping in order of seniority. Only an employee bumped from his shift or classification shall be eligible to exercise his seniority in accordance with the above. If there are no full-time positions available, the employee may bump a junior employee on the overall seniority list within the bargaining unit or will be subject to lay-off.

(b) **Lay-off Notice**

The Company shall give seniority employees at least one (1) week's notice of lay-off or pay in lieu thereof and if the period of lay-off is expected to exceed thirteen (13) consecutive weeks, the Company shall give two (2) weeks' notice of lay-off or pay in lieu thereof for seniority employees with two (2) years of service or more, or shall give notice under the Canada Labour Code, whichever is the greater. Such notice shall not apply in any case where an employee is displaced upon the return to work of another employee whom he was replacing.

(c) **Lay-off Benefits Coverage**

The Company shall continue to pay the premium for the Health & Welfare Plan (for the benefits listed below) and make the required contribu-

tions for the Company Pension Plan for a period of two (2) month following the date of lay-off.

- Group Life and Accidental Death & Dismemberment Insurance
- Prescription Drugs
- Major Medical
- Vision Care
- Dental

12.04 Employees who have not forfeited their seniority rights as hereunder provided shall be recalled in order of seniority, skill and ability being sufficient.

12.05 A Master and a Location Seniority List shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union.

In the event two (2) or more employees have the same 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.

#### 12.06 **Temporary Recall**

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working.
- (b) When temporarily recalled, laid off employees will be given preference of available hours of work before casual employees.
- (c) A laid-off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month.

12.07 In the event that a regular full-time employee cannot be guaranteed his regular scheduled hours due

to a curtailment of business then the Employer will have the right to reduce the junior employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid off status and choose to remain with the Company shall hold seniority above the casual employees and shall, in order of their overall seniority have first call to assignments with greater earning opportunities. Said employees shall be the first in line for promotion to regular full-time status. No Casual employee will work in the case of a lay-off unless the laid off or regular employees refuse the work.

#### **12.08 Promotions Outside Bargaining Unit**

When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed **Sixty (60)** calendar days from the date of such transfer or promotion. After such **Sixty (60)** calendar-day period, the employee shall not have any seniority under this Agreement.

Should the employee return to the bargaining unit within a period of **Sixty (60)** calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Article 12.08 shall qualify for benefits under this Agreement, based on his total continuous service with the Company. This shall be done once during the term of the employee's employment.

12.09 The Shop Stewards shall be the last employees laid off, and their lay-off shall be in reverse order of their respective seniority within the Branch. Once elected, the Steward shall remain with the Branch for the duration of his term.

**12.10 Change of Address**

It shall be the duty of the employee to notify the Company and the Union promptly of any change of address and phone number. If the employee fails to do so, the Company and the Union shall not be held responsible for failure of notice to reach such employee.

**12.11 Loss of Seniority**

Seniority rights and employment shall cease for any of the following reasons:

- (1) if an employee quits or retires;
- (2) if an employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) has been absent from work for more than three (3) working days without notifying the Company and providing a bona fide reason for this absence;
- (4) fails to return to work promptly upon termination of an authorized leave of absence, except in case of a bona fide emergency;
- (5) failure of an employee to report for work within one (1) week when recalled by the Company after a lay-off, or failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient

if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right to refuse or accept such temporary work without affecting their seniority status under this Agreement;

- (6) he is laid off for a period of twelve (12) months, or his length of service, whichever comes first;
- (7) utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (8) He permanently loses a required licence or permit due to his own actions.

- 12.12 (a) In the event that the Company opens a new Branch within the bargaining unit, any qualified employees, by overall seniority bargaining unit wide, will be allowed to transfer. It is understood that the employee will pay all costs of relocating and will be paid and work under the wages and job conditions then established at such new location.
- (b) In the event that existing Branches are closing as a result of the opening of a new Branch, employees displaced will have first right of refusal to the new Branch by seniority.
  - (c) When a new Branch is opened, current employee seniority will be used to establish the new Branch seniority list after which the Branch seniority list will be closed and any movement between Branches will be as in Article 12.13.
  - (d) Employees will only bid within their own Branch.



12.13 When full-time positions are available in any Branch within the bargaining unit, such positions shall be posted within the Branch as per Article 13.01; the residual vacancies shall be posted bargaining unit wide. The successful applicants by seniority shall be awarded the jobs; all costs of relocating shall be borne by the employee. Any residual vacancy created by the posting shall be filled by the company from the affected Branch, from the pool by seniority; this person will hold the position until the next bid. The residual vacancy in the pool will be filled by casual upgrade.

12.14 **Buyout and Merger**

In the event that the Company acquires another Company and effects a merger, said employees shall be merged “dovetail”.

12.15 Whenever any work normally performed by one Branch is transferred to another, all displaced employees shall have the first right of refusal to the transferred work. If the displaced employees refuse their right to transfer they will exercise their right to bump as per Article 12.03 (a). And the affected work will be posted in the originating Branch. Any positions not filled on said work will be posted in the receiving Branch Location and filled as per Article 13.01.

12.16 In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive:

(i) Notice under the Canada Labour Code;

(ii) Employees with one (1) year or more of service, whose employment is terminated, 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;

- (iii) the benefit premium will continue to be paid for a period equal to the required notice period to cover the benefits listed in 12.03 (c).

Should any employee commence work elsewhere and receive Health & Welfare benefits coverage that takes effect prior to the expiry date of the Company's above noted benefits, the employee shall immediately notify the Company of the effective date of the new coverage, and the Company shall be authorized to discontinue the employee's coverage as of that date.

### **ARTICLE 13**

#### **JOB POSTINGS, PROMOTIONS, TRANSFERS**

- 13.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Company shall post a notice on the bulletin board for a minimum of seven (7) days, notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) days of such posting. The filling of such vacancy shall be made within ten (10) working days of the initial posting and in accordance with seniority, provided the employee has the qualifications and ability. In the event 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 following procedure shall be followed when a position becomes available:

1. All vacancies shall be posted within the Branch.
2. There will be no aptitude testing for employees when transferring from one Department to another.

3. The Company is required to post all successful candidates.
  4. A copy of all postings shall be forwarded to all Stewards.
- 13.02 An employee temporarily transferred to another classification will receive his own rate or the rate for the other classification, whichever is the higher.
- 13.03 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to work in a lower classification, he shall be paid the rate for that classification.
- 13.04 When the Company fills a vacancy resulting from the first posting, all relevant Stewards will be given the name of the transferred employee.
- 13.05 **For any vacancies caused by extended absenteeism for a period longer than ninety (90) days, a temporary position shall be posted.**

## **ARTICLE 14 LEAVES OF ABSENCE**

- 14.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 14.02 **Leave of Absence for Personal Reasons**  
The Company may grant leave of absence without pay for up to one (1) month if an employee requests it in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans, and the company will continue to pay the agreed monthly contributions for benefits. **Going to another job, or training for another job, will not be considered.**

- 14.03 (a) When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfil such position.
- (b) Leave of absence without pay to attend Union conventions, conferences and seminars may be granted for up to three (3) days and to more than one (1) steward in any one (1) calendar year. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Stewards on such leave will be maintained on applicable benefit plans.

#### 14.04 **Maternity/Parental Leave**

An employee shall be granted a maternity/parental leave of absence in accordance with Canada Labour Code, maintaining seniority and benefits.

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.

#### 14.05 **Bereavement Leave**

- (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 (5) day period. Bereavement leave will commence at a time to be determined, based on the following criteria:
- (b) 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 (3) 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, are legal guardians, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and step-children.

In both cases above, the employee must attend the funeral, in order to qualify for compensation. An additional day will be given, applicable to the three (3) day leave only, if the funeral is 600 kms (round trip) away, which the employee has to attend.

(c) 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.

14.06 All time lost by a full-time employee due to necessary attendance on Jury Duty or Court proceedings when subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. All full-time employees shall make themselves available for work for the Company during said period when they are not required to serve on the Jury. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty wherever practicable. All Jury Duty pay or Witness payments received by the employee from the Courts or otherwise, shall be reimbursed to the Company by endorsement of Jury Duty

cheque and/or Witness fees to the Company. This clause shall not apply to employees acting on behalf of themselves or as a result of alternate employment.

- 14.07 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 Company.
- 14.08 Legitimate and reasonable requests for leaves of absence to extend a vacation must be for good reason and must be in accordance with the vacation schedule; these will be limited to one (1) occasion every two (2) years, except in emergency conditions.
- 14.09 When on any authorized leave of absence from work it is the employee's responsibility to ensure that all required permits and licenses are current and maintained.

## **ARTICLE 15 HEALTH AND WELFARE**

- 15.01 The Company shall provide a Health and Welfare Plan. All full-time employees must be enrolled as a condition of employment. The Health and Welfare Plan, which is described in Schedule 1, is 100% Company paid (with the exception of the Long Term Disability benefit which is paid for by the employees). The Company shall have the right to make arrangements for the replacement of such master policies or contracts, provided the benefits are maintained.

15.02 (a) **Felonious Assault Insurance**

The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand (\$100,000.00) dollars.

(b) **Supplemental Worker's Compensation**

Any employee who shall sustain injuries through felonious assault which are compensable under the Worker's Compensation Act shall be paid by the Company as follows:

Commencing on the first scheduled working day of absence, said employee shall be paid his full earnings based on his guaranteed work week less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. Payments by the Company shall be based on one-fifth (1/5th) or one-quarter (1/4) as the case may be, of the employee's guaranteed work week for each day of absence on their scheduled day of work; such payments shall not be made for Sunday and the employee's scheduled day off. The payments described herein shall be made for a maximum overall period of twenty-six (26) weeks, or until the employee returns to work, whichever occurs first.

15.03 **1. Personal Leave Time**

Full-time employees shall be granted forty-eight (48) hours paid personal leave time per year, after completing the probationary period, subject to the following conditions:

- (a) The Company will grant full-time employees forty-eight (48) hours paid personal leave time each January 1<sup>st</sup>, to be paid out the beginning of December, and employees who are sick in December, who have already received the personal leave time, will not be paid twice.
- (b) Any unused personal leave time shall be paid for after November 30th. It is agreed

that this payment shall occur in the first pay period ending in December.

- (c) It shall be payable on the first day of leave, based on your scheduled shift.
  - (d) It is agreed that any employee who books off work and who agrees to work his scheduled day off in that week will not be paid over-time.
  - (e) Personal leave time can be utilized to offset Weekly Indemnity. Employees must specifically request this.
  - (d) Employees will provide the Company with as much advanced notice as possible when using this leave for pre-arranged personal commitments.
2. Each full-time employee shall have the option to bank overtime. Banked time shall be paid out upon request of the employee. Banked overtime shall be granted at the discretion of management.
- a. Banked overtime shall be calculated at one and one half (1.5) times for each overtime hour worked and paid at the applicable rate it was earned.
  - b. Banked overtime must be accrued in minimum one hour blocks to a maximum of twenty (20) hours in any calendar year.
  - c. Employee requests to verify hours banked will not be unreasonably withheld.
  - d. Requests for time off will be submitted to a manager on an approved request form, no later than 12:00 noon of each Wednesday, to allow the Employer sufficient time to prepare and post the new week's schedule.



- e. Employees must have sufficient funds in the bank prior to a time off request. Negative balances will not be allowed.
  - f. Banked overtime cannot be carried forward into a new calendar year. Any hours not taken shall be paid out on the first pay in December in each calendar year.
- 15.04 Any medical examination requested by the Company shall be promptly complied with by the employee, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:
- (a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus, not lose any pay as a result of his taking a medical examination.
  - (b) In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses is required by any agency to take a medical examination to verify his right to drive such motor vehicle coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Company shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.
- 15.05 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.

- 15.06 The Company shall provide the employee and Steward with a copy of the Form “67” in the event of a compensable accidental injury.
- 15.07 The Company will not unduly request a medical examination while an employee is off on Worker’s Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation.
- 15.08 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments to which he is entitled under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Company reserves the right to require the employee to be examined on the employee’s return to work by a doctor selected by the Company, which examination shall be paid for by the Company.

The Company 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 re-classified 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 employee benefit programs to which he is entitled as a participating member;

- (iii) qualify for Workers Safety and Insurance Board payments if his incapacity resulted from an on-the-job illness or injury.

#### **15.09 Medical Leave**

When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time) so that adequate replacement may be made if necessary. Employees must keep the Company and the Union notified of their correct address and telephone number at all times.

- 15.10 It is required that employees on sick or injury leave advise the Company as to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with a minimum of twenty-four (24) hours' notice in advance of availability. For any employee that is absent from work in excess of two (2) weeks must provide seventy-two (72) hours notice.

### **ARTICLE 16 TRAINING**

- 16.01 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Supervisor may, for this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay for the employees concerned.

- 16.02 Training will be paid at the employee's applicable rate of pay as per the Collective Agreement.
- 16.03 The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid Course and provide proof of successful completion of same.
- 16.04 Any newly hired employee will have at least sixteen (16) hours training. It is understood that this will include the time involved in procuring the Firearms Proficiency Certificate (to be counted as eight (8) hours) and eight (8) hours of job training, before he shall work on an armoured vehicle. For the second eight (8) hours, he will be paid according to Article 17.
- 16.05 The Company 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. The Company will provide no less than three (3) week's notice of the training days. Employees will be paid their applicable rate to attend.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

- 17.01 The guaranteed scheduled work week for full-time employees shall consist of forty (40) hours per week and two (2) consecutive rest days for the five (5) day work week, two (2) consecutive rest days for the four (4) day work week and four (4) consecutive rest days for the three (3) day work week.

**For purposes of the night shift premium all CIT nights will be considered night shift. Where fifty**

**percent (50) of scheduled hours fall between 11pm and 7am such shift will be considered a night shift.**

17.02 (a) For **all** full-time employees, overtime pay will be provided at one and one half (1 ½) times the applicable hourly rate for all hours worked in excess of their scheduled shift in a day and/or forty (40) hours in a week, and for all hours worked on the sixth or seventh day of the employee's regular work week. **Casual employees will be paid at one and one half (1 ½) times the applicable hourly rate for all hours worked in excess of their scheduled shift of eight (8) hours or more. ABM on-call employees will be paid at one and one half (1 ½) times the applicable hourly rate for all hours worked in excess of 40 hours in the week.**

(b) Any full-time employee requested to work on his rest day shall be guaranteed a minimum of four (4) hours pay at the applicable rate of pay.

17.03 Every employee will be entitled to an unpaid one-half (½) hour off to eat lunch on any shift of six (6) hours or more. Should the employee be requested not to exercise his right to a lunch period, then the one-half (½) hour will be counted as time worked and will be counted in his total hours for that day. All Crew members must take their lunch at the same time. Service Crews are required to call in to request a lunch break. This shall be granted any time between the 4<sup>th</sup> and 6<sup>th</sup> hours of the shift.

All employees shall be allowed to take a fifteen (15) minute rest period during the first four (4) hours of any shift and a fifteen (15) minute rest period during the second four (4) hours of any shift. If employees work twelve (12) hours, they are entitled to three (3) fifteen (15) minute breaks. Such rest stops shall be

made on the route without appreciable deviation from the approved or established schedule of the armoured car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armoured car and at times when the making of such stops will interfere with the Company's obligations to the customer.

- 17.04 Unless laid off according to his seniority, an employee shall be guaranteed forty (40) hours, exclusive of overtime, providing that he is available and able to perform work during the whole of his regularly scheduled work day and week.
- 17.05 Overtime shall be assigned in order of seniority by department, providing the individual has the qualifications, ability, and is available to perform the work. Employees wishing to work overtime will sign the departmental overtime sign-up list once each week. Failure to sign the list means employees are not available for overtime. Overtime shall be voluntary. **The list will be posted with the schedule and will cover the schedule period. On the following Tuesday by midnight the list will be taken down and be deemed populated. Copies will be distributed to all stewards.**
- 17.06 Subject to the seniority provisions above, a bi-weekly schedule of work showing the days of work, days off, starting times and ending times run assignments for all full-time employees. The schedule will be posted by 3:00 p.m. on Thursday of the preceding week, except when a Holiday occurs during such week, in which case the schedule shall be posted by 3:00 p.m. on Friday. Once posted, the schedule shall remain posted for the entire week, and any changes made will only be to adjust for absenteeism, tardiness and emergencies, and to correct apparent errors.

There shall be one (1) schedule per department and any changes made to such schedule shall be clearly indicated within twenty-four (24) hours of the change.

17.07 There will be a minimum of eight (8) consecutive hours of rest in a twenty-four (24) hour period. In the event that an employee is recalled to work before a period of eight (8) full hours elapse, “actual hours worked”, he shall be paid on one and one-half (1 ½) times his regular hourly wage until the end of such eight (8) hour period is over. A minimum of six (6) hours shall be scheduled.

17.08 **Overtime Before Vacations**

An employee leaving on vacation shall be eligible for work in the week before his vacation commences. He shall be ineligible for further work until Sunday midnight after his vacation. For greater clarification, employees who work on day shifts will be on vacation from **Sunday** through **Saturday** and employees who work on night shifts will be on vacation from Sunday through Saturday.

17.09 Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary to complete the originally assigned run. For greater clarity, employees will not work overtime (unless they voluntarily agree) when the failure to complete the assigned runs is within the Company’s control **with the exception of new business. In this case, employees will be required to perform a maximum of 60 minutes of overtime. A re-bid will be performed after consultation with the union when the new work exceeds 30 minutes of overtime on any one route. If a rebid is required, it will be performed within 5 weeks from the implementation of new work.**

- 17.10 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 eight (8) are all worked in one (1) day between 1:00 a.m. and 11:59 p.m. of a given day, then these eight (8) hours will be considered one (1) shift.
- 17.11 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 Steward on shift and the Shift Manager, before a decision to call routes off the road is made, and will not affect the guaranteed workweek as per Article 17.04 herein.

## **ARTICLE 18 NO DISCRIMINATION**

- 18.01 The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, and place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code.

## **ARTICLE 19 BULLETIN BOARD**

- 19.01 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees.
- 19.02 The following items must be posted on each such Notice Board:
- (a) A copy of this Agreement; and
  - (b) Seniority list to be revised by the Company every three (3) months.



**ARTICLE 20**  
**HEALTH & SAFETY**

- 20.01 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the Canada Labour Code Part II.
- 20.02 The Company shall not require employees to operate any equipment which is not equipped with safety appliances required by law, or which is in unsafe operating condition.
- 20.03 The Company agrees to provide warm, clean, sanitary and adequate facilities in respect to lunch area and washroom facilities and to maintain the plant in a manner that is conducive to the safety and health of the employees. Road employees will normally take their lunch and rest period on route.
- 20.04 The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.
- 20.05 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- 20.06 The garage and office shall be adequately heated and ventilated.
- 20.07 The Company shall make reasonable provisions for the safety and health of its employees during the

hours of their employment, and provide proper first-aid kits, including a proper first-aid kit in each service vehicle.

- 20.08 The Company will ensure that there is someone on the premises to answer the radio or telephone in the event of an emergency while there are crews on the road engaged in regularly scheduled work. The Company will make reasonable provisions to cover special runs, and/or any night time Airport runs.
- 20.09 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. As per Canada labour Code Part II – Health and Safety – Section 135.1.
- 20.10 **Safety Committee**  
The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.
- 20.11 The Company will appoint a qualified person to check and maintain all pistols and shotguns for operational safety.
- 20.12 The Company will issue to all employees the Operating Procedure for street operations, i.e., safety and security.
- 20.13 All Company vehicles will be equipped with appropriate communication devices. The parties agree that there will be no abuse of their use.
- 20.14 Any Highway run regularly scheduled for more than fourteen (14) hours shall become an overnight run.

There shall be two (2) qualified drivers on any overnight run, paid accordingly. Any CIT run schedule over fourteen (14) hours without an overnight stop shall have a three (3) person crew.

- 20.15 No employee will be required to work out of a vehicle for which there is no fixed seat and seat belt.
- 20.16 The Company will make all attempts to insure that there is communication between crews and base at all times.
- 20.17 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accordance with instructions from the Company, the Company shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48) hours and if not so delivered, the Company shall not be responsible for the payment thereof.
- 20.18 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving. Any violations that occur while driving a company vehicle must be reported to a member of management within twenty-four (24) hours of the occurrence.
- 20.19 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or any scales, and is fined, the Company shall pay such fines.
- 20.20 All new armoured vehicles shall be equipped with air conditioning and hydraulic seats or air-ride seats.
- 20.21 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in a safe operating condition

and not equipped with the safety appliances required by law. It shall be the duty of employees to complete vehicle inspection forms, and to report promptly in writing to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles in safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for, all decisions with regard to the roadability of equipment shall rest with a qualified and licensed motor vehicle mechanic. And may be subject to the grievance procedure.

- 20.22 Employees shall, immediately or at the end of their shift, report all defects of equipment to the Company. The reports shall be made on a suitable form supplied by the Company, and shall be made in multiple copies, one copy of which is to be retained by the employee.
- 20.23 Drivers will be responsible for checking their vehicles before leaving the Branch.
- 20.24 Vehicles will be washed and cleaned by truck employees as necessary.
- 20.25 All Drivers must produce a valid Driver's Licence and updated Driver's abstract once per year. With regards to the latter, the employee may choose to provide the company with written permission to obtain the item on their behalf. The cost of obtaining the Driver's Abstract will be borne by the Company.

## **ARTICLE 21 POLYGRAPH**

### **21.01 Polygraph**

The Company will not ask any employee to submit to polygraph testing. Moreover, no employee will be disciplined for not submitting to the polygraph.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

22.01 This agreement shall be effective as of November 1, **2015** and shall remain in effect in full accordance with the provisions of the Canada Labour Code Part I as amended up to and including October 31, **2018** and shall continue in full force and effect from year to year unless written notice is given by one party to the other at least ninety (90) days prior to the above termination date or to any anniversary date thereafter requesting that the Agreement be either changed, modified, amended or cancelled.

Dated at Halifax this 3<sup>rd</sup> day of November, 2016

Teamsters Local 927      Garda World

Derek Doiron              Rob Murray

Jason Gerdson             Darrell Coffin

Reid Croft                 Israel Morin

Jonathan Boudreau

Ray Theriault

Darron Leblanc

**APPENDIX “A”**  
**CASUAL EMPLOYEES**

- A-1 Casual employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 4.03 of this Agreement, except that he shall not pay initiation fees.
- A-2 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 assignment.
- A-3 Seniority for casual employees shall be for the purpose of promotion or to be hired for a full-time position.
- A-4 Casual employees will be paid for the hours worked and will be paid overtime after forty (40) hours.
- A-5 The use of casual employees shall not result in the lay-off or reduction of regular hours (forty (40) hours and/or thirty-two (32) hours) worked by any bargaining unit employees.
- A-6 Casual employees shall not be used while bargaining unit employees are on lay-off until said laid-off employees are first offered recall to work.
- A-7 Casual employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-8 Casual employees will:
- (a) be granted the rest period as set out in Article 17.03 of this Agreement;
  - (b) receive vacation pay as determined under the Canada Labour Code and such vacation pay shall be paid on the casual employee’s normal regular pay;

- (c) receive paid holidays as set out in Article 10 of this Agreement if the requirements of Statutory Holiday under the Canada Labour Code have been met;
- (d) be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.

(e) **Steward's Representation**

A Steward shall be present at any disciplinary meeting regarding verbal, written warnings, suspensions and discharges or any other meeting that could lead to discipline including security investigations.

- A-9 A Casual Seniority List shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union office.
- A-10 Effective the ratification date, all casual new hires will start at a graduated pay rate according to their job classification. All new hires will be paid at 80% of the applicable wage rate for casual employees for the first 0 to 6 months of employment. Between 6 months and 18 months of employment, all new hires will be paid at 90% of the applicable wage rate for casual employees. After the total of 18 months of employment, the new hires will be paid at 100% of the applicable casual employee wage rate. Upon ratification, the graduated pay rates only apply to all new hires.
- A-11 Casual route employees shall be provided with a clothing allowance as described in Article 9.05 (a)

A-12 **Bullet Resistant Vests**

The Company shall reimburse casual employees with fifty per cent (50%) of the cost of an approved

bullet resistant vest, with an original receipt, up to a maximum of two hundred (\$200.00) dollars once every three (3) years. Reimbursement will be at one hundred (\$100.00) dollars after twelve (12) months and the second one hundred (\$100.00) dollars after twenty-four (24) months.

- A-13 Whenever **full time** hours of work per week shall be regularly available to a single casual employee in excess of the regularly scheduled work then guaranteed to full-time employees in five (5) or less consecutive days and exclusive of relief work performed for employees who are absent or on vacation or job posting and exclusive of seasonal work, over a period of four (4) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive. **The Employer will make effort to maximize FT – 40 positions.**
- A-14 For the purpose of this Appendix, casual employees, students and temporary agency employees shall all have the same meaning when either term is used and must provide the Company with at least four (4) shifts per month on the weekend or overnight.
- A-15 Casual employees shall be provided with felonious assault insurance as per Article 15.02 (a) and (b).



## **APPENDIX “AA”**

### **FULL TIME THIRTY-TWO (32) HOUR EMPLOYEES**

- AA-1 Thirty-two hour employees shall be guaranteed thirty-two (32) hours per week.
- AA-2 Thirty-two hour employees shall be dovetailed in the regular full-time employees’ seniority list.
- AA-3 Thirty-two hour employees shall be covered on the same basis as full-time employees under the Collective Agreement unless modified in this Appendix.
- AA-4 Any bid, posting and/or bumping applies equally to thirty-two hour employees per Article 12.13 and 13.01 respectively.
- AA-5 Notwithstanding Article 17, overtime, at one and one half times (1.5 X) the hourly rate will be paid after forty (40) hours.
- AA-6 Notwithstanding Article 10, statutory holiday pay will be calculated by taking the average of the last twenty (20) days worked, not counting overtime, before the holiday.

**APPENDIX “B”**  
**JOINT LABOUR/MANAGEMENT CONSULTATION**  
**MEETINGS**

**Objective**

Recognizing the community interest in the efficient and economical operation of the Company as well as the satisfactory working life for all employees affected by the work of this Committee and believing that the basis of good relations rests upon co-operation and good communications between the parties, the Management and members of the Union hereby agree to work together in the successful operation of a Joint Consultation Committee.

1. **Purpose and Commitment**

The purpose of the Consultation Committee is to provide the parties with an open forum of communications in order to better understand each other and to resolve problems and issues in an open exchange of ideas and views between Union and Management. The parties will use the Committee to look for opportunities to improve the working relationship between them and between the people they represent and to build a more effective working team.

2. **Structure of Committee**

<b>For the Company</b>	<b>For the Union</b>
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Branch Manager	All Branch Stewards
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Either party may request guests pertinent to subject matter.

3. **Limitations**

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under the Agreement.

Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. **Protected Environment**

Members of the Committee shall be free to discharge their duties in an independent manner without fear that their individual relationships with the Company shall be affected by any participation by them in good faith in their representative capacities.

5. **Agenda**

The co-chairs will meet seven (7) days prior to each meeting to exchange agendas for that meeting. The items in the agendas will be listed in order of priority. The Company will arrange to have both agendas typed and distributed to Committee members prior to the meeting. Items from the agendas will be discussed at the meeting on an alternating basis with the first item being taken from either the Company's or the Union's agenda, depending on which party is chairing the meeting. Items not addressed at a meeting may be re-proposed for the next meeting's agendas. Emergency items arising after the agendas are prepared can be entertained on the agreement of the parties at the outset of the meeting. An item on the agendas may be disposed of by referral to a more appropriate forum or cancelled, by mutual agreement of the parties. The Union Representative who will be responsible for proposing the next list of Union agenda items will be identified at the conclusion of each meeting.

6. **Method of Keeping Minutes**

Preparation of Minutes of each meeting will be the responsibility of the Branch Manager. Approval for distribution of the Minutes will be the responsibility

of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the Co-chairs prior to being posted on the bulletin boards within one (1) week following the Committee meeting.

7. **Chair Responsibility**

The Company and the Union will alternate in filling the Chair from meeting to meeting. The Chair will seek to keep the discussion on topic and ensure that each Committee member has a chance to have input on each item discussed. In general, the Chair will try to establish an open, flexible style of discussion on agenda items.

## **APPENDIX “C” BID AND BUMP GUIDELINES**

Regular full-time employees who work CIT Nights, CIT Days 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.

- (a) Every six (6) months, the Employer will post a schedule of runs and assignments. Such runs and assignments will be grouped in one week blocks. Each block of runs or assignments which is posted, shall be described generally, showing the starting time, projected duration and crew compliments. The blocks will also designate which days in the week an employee will normally be scheduled off. The schedule, so posted, shall remain posted for a period of one week or seven 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 February 1<sup>st</sup> and August 1<sup>st</sup> 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 department classification (CIT days, CIT 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 Employer, be assigned to junior employees, 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 two 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.

(g) **Run Mergers**

All run mergers shall be posted and then follow the bump process.

(h) **Refusal or Removal from a Run**

The Company may refuse assignment to a run which an employee has posted onto, for just cause, and once having assigned an employee to a run, may remove such employee for just cause. The refusal or removal shall be subject to the grievance procedure.

2. **BUMP PROCESS**

(a) Any employee losing their position due to a curtailment of work will exercise their seniority by bumping in order of seniority. Only employees bumped from their position shall be eligible to bump, providing the employee has the qualifications to perform all the required duties of the new position.

(b) Providing that employees had advance notice of a bump, they will be given a designated time to

bump and will have fifteen (15) minutes to decide their preferred position.

- (c) The junior overall employee bumped will have to take an available full-time position. If there are no full-time positions available, he will be subject to layoff or may bump a junior person on the overall seniority list within the bargaining unit.
- (d) Each bump will be documented and signed by the affected employees, the Union Steward and the Company Manager.



**APPENDIX “D”**  
**REMOTE EMPLOYEES**

1. It is agreed and understood that the Company may employ and staff in any or all of the rural locations listed below and potentially employ people in other areas if business factors require.

**Kingston, Nova Scotia**

**Digby, Nova Scotia**

**Yarmouth, Nova Scotia**

**Bridgewater, 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 15.01 as well as dental plan per Article 15.01, felonious assault insurance as per Article 15.02 (a) and (b) and to participate in the Company Pension Plan as per Article 15.11.
6. The Company shall provide cellular phones and/or pagers as required.
7. The remote employees will be entitled to leaves of absence as per Article 14.
8. Remote employees are cover by this Appendix as well as the Collective Agreement, where specified.
9. Should the Company wish to establish new remote locations, due to customer requirements and/or demands, such locations will be covered under this Appendix. If new remote locations are established that will affect the present locations, those employees will have first chance at those positions.
10. All employees will be paid Statutory Holidays in Article 10. 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.
11. 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 status.

12. All remote employees will be entitled to Health and Safety provisions as outlined in Article 20.
13. All employees receive their vacation pay as set out in Article 11.
14. All remote employees shall receive their vacation as set out in Article 11.
15. All remote employees shall receive eye coverage as per Schedule 1.

### **Backup Remote 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 purposes of promotion or to hire to primary position.
3. Backup remote employees will be paid one seventh (1/7<sup>th</sup>) of the weekly retainer for each day they provide relief.

### **Backup Remote Employees will:**

4. Receive vacation pay as determined under the Canada Labour Code and such vacation pay shall be paid on the backup remote 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 15.02 (a) and (b).
7. Be entitled to Health and Safety provision in Article 20.

**APPENDIX “E”  
ON-CALL PROCEDURE**

- E-1 Stand-by pay of \$ 3.20 per ON CALL hour will be paid to all employees scheduled in an ON CALL shift. However, the wages earned, as a result of being called into 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. The Stand-by pay of \$3.20 per on call hour will be increased by fifteen (\$0.15) cents in each year of the Collective Agreement. **The first increase will be effective on October 30<sup>th</sup>, 2016.**

Rate – Before ratification	<u>Ratification</u>	<u>Oct. 30, 2016</u>	<u>Oct. 29, 2017</u>
<u>\$3.05</u>	<u>\$3.20</u>	<u>\$3.35</u>	<u>\$3.50</u>

- E-2 (a) Any ON 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 one and a half (1 1/2) times the regular hourly rate.
- (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) hour 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.
- E-3 Any employee scheduled in an ON-CALL 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.

E-4 No employee will be scheduled ON CALL for more than three (3) consecutive shifts of fifteen (15) hours.

**This appendix will be reviewed by the JLM in regards of the duration of the on call period.**

## **SCHEDULE 1 SUMMARY OF WELFARE BENEFITS**

### **Benefits for Full Time Bargaining Unit Employees**

#### **Benefit Summary**

This summary describes the principal features of the group benefit plan sponsored by Garda-World (Canada) Ltd., but the Group Policy Documents issued by the applicable insurance company are the governing documents. If there are variations between the information in this summary and the provisions of the policies and plan documents, the policies and plan documents will prevail. Please refer to your Employee Benefit Booklet for full benefit coverage details and descriptions.

#### **Employee Life Insurance**

125% of annual earnings to a maximum of \$40,000

#### **Basic Accidental Death and Dismemberment Insurance**

125% of annual earnings to a maximum of \$40,000

#### **Short Term Disability Income Benefits**

##### **Waiting Period**

Injury	No waiting period
Disease	3 days
Maximum Benefit Period	104 weeks
Amount	70% of your weekly earnings to a maximum benefit equal to the maximum weekly payment under the Employment Insurance Act for the first 15 weeks and \$300 per week maximum thereafter

#### **\* Long Term Disability Income Benefits**

All eligible active members are covered for 70% of monthly earnings rounded to the nearest dollar up to a maximum of

\$1,300 per month. Benefits are offset by the amounts you receive under WSIB only. The waiting period is 26 weeks from the date of disability. The benefit is payable to age 65. There is an all-source maximum which is 85% of your gross pre-disability earnings.

\* The premium for this benefit is paid by each employee.

## **Healthcare**

### Deductibles

Individual	\$25 each calendar year
Family	\$50 each calendar year

The individual and family deductibles do not apply to Vision Care, In-Canada Prescription Drugs and In-Canada Hospital expenses

### Reimbursement Levels

In-Canada Hospital and Vision Care Expenses	100%
All Other Expenses	80%

### Basic Expense Maximums

Hospital	Semi-private room
Home Nursing Care	\$10,000 every 3 consecutive calendar years
In-Canada Prescription Drugs	Included
Drugs Used To Treat	
Erectile Dysfunction	\$1,000 each calendar year
Dispensing Fee Limit	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$6.00
Smoking Cessation Products	\$125 lifetime
Fertility Drugs	\$6,000 lifetime
Custom-fitted	
Orthopedic Shoes	\$250 each calendar year
Custom-made Foot Orthotics	\$200 every 2 calendar years, \$200 each calendar year for dependents under 18 years

Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

#### Paramedical Expense Maximums

Chiropractors	\$300 each calendar year
Physiotherapists	Unlimited
Podiatrists	\$300 each calendar year
Naturopaths	\$300 each calendar year
Osteopaths	\$300 each calendar year
Psychologists	\$300 each calendar year
Speech Therapists	\$300 each calendar year
Massage Therapists	\$300 each calendar year
Christian Science Practitioners	\$300 each calendar year

#### Vision Care Expense Maximum

Glasses and Contact Lenses	\$200 every 24 months
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Lifetime Healthcare Maximum Unlimited

#### Dental Care

Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered
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Deductible	Nil
Reimbursement Levels	
Basic Coverage	100%
Major Coverage	50%
Accidental Dental Injury Coverage	80%
Plan Maximum	Unlimited

**Please Note: Orthodontic treatment is not covered**

### **COMMENCEMENT AND TERMINATION OF COVERAGE**

#### **Full-Time Employees**

You are eligible for

- Life Insurance and Healthcare after 30 days of continuous employment,
- Short Term Disability after 90 days of continuous employment, and
- Dental care on the first day of the month coinciding with or next following the date you complete 3 months of continuous employment.

#### **Survivor Benefits**

If you die while your coverage is still in force, the health and dental benefits for your dependents will be continued for a period of 2 years or until they no longer qualify, whichever happens first.

## SCHEDULE 2

### SUMMARY OF COMPANY DEFINED BENEFIT (DB) PENSION PLAN

Everyone hopes to enjoy a reasonable standard of living during their retirement years. This private Company Defined Benefit (DB) Plan, which is wholly paid for by the Company, is designed to make a significant contribution to your personal retirement planning. It is intended to supplement your personal retirement savings, registered retirement savings plans, Canada Pension Plan and Old Age Security benefits.

The following is a summary for general purposes only; for specific terms of the Plan, reference should be made to the actual Plan itself – copies of which are available from the Plan Administrator at **150 Ferrand Drive, Suite 600, Toronto, ON.**

#### 1. **Eligibility**

All employees of a Company or of a designated group within a Company not covered by another Company sponsored pension plan are eligible to participate. Employees who were members of the plan at December 31, 1986 continue to participate. New employees hired after 1986 and employees otherwise not covered at December 31, 1986 (**and excepting Schedule 3 effective July 1, 2013**) are members as follows:

- a) full-time employees join after 24 months of service.
- b) other employees join at the later of:
  - (i) 24 months of service; and
  - (ii) the first day of the calendar year after the employee's earnings exceed 35% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for two consecutive calendar years after 1984.

2. **Contributions**

You are neither required nor permitted to make contributions to this pension plan. The Company contributes such amounts as are required to provide the benefits. The Company's contributions are not less than those necessary to meet the requirements of the Pension Benefits Standards Act, 1985.
3. **Credited Service**

Service is credited while you are a member of plan. For service prior to 1987, credited service is calculated as one (1) year for each calendar year in which you were credited with 1800 or more employment hours, with pro-rate credit being given for the year of entry. For service after 1986, service is credited based on your actual period of employment (while a member).
4. **Normal Retirement**

Normal retirement is age 65. If you were born on the first day of the month, your normal retirement would be your 65th birthday, otherwise, your normal retirement date would be the first day of the month next following your 65th birthday.
5. **Early Retirement**

You may retire at or after age 55, if you have completed 2 or more years of credited service. Your retirement benefit will be reduced by 5/9 of 1% for each full month (6.7% per annum) that your early retirement date precedes your normal retirement date. This reduction will be waived on retirement where termination of employment takes place after age 60, provided you have completed at least 15 years of credited service under the plan. Alternatively, if you do not have 15 years of credited service, but have at least 10 years, or if you terminate your employment before age 60 (but after age 55), the 5/9 of 1% reduction per month below age 65 will be reduced to 1/3 of 1% per month (4% per annum).

The following table provides examples of the adjusted benefit that would be payable at various early retirement

**Percentage of Normal Retirement Benefit**

Age	Early Retirement Unrestricted	If Age 60 With 15 Years	If Age 55 With 10 Years
64	93.3	100%	96%
63	86.7	100%	92%
62	80.0	100%	88%
61	73.3	100%	84%
60	66.7	100%	80%
59	60.0	N/a	76%
58	53.3	N/a	72%
57	46.7	N/a	68%
56	40.0	N/a	64%
55	33.3	N/a	60%

6. **Amount of Retirement Benefit**

At your normal retirement date, you will receive an annual retirement benefit, payable monthly, equal to:

1% of your Final Average Salary below the average YMPE,

Plus

12% of your Final Average Salary that exceeds the average YMPE,  
for each year of Credited Service.

The 1% rate in the above formula is increased to 13% for each year of credited service after January 1, 1990.

The “average YMPE” means the average of the Year’s Maximum Pensionable Earnings under the

Canada/Quebec Pension Plan for the same years used to calculate your Final Average Salary. “Final Average Salary” means the average of your earnings in the five consecutive calendar years of highest earnings during the 10 calendar years immediately preceding September 1, 2004.

For purposes of the pension plan, earnings means the basic annual rate of pay, i.e. excluding overtime and other additional amounts.

The earnings and service figures are modified for non full-time employees to ensure consistent treatment between part-time and full-time service in calculating benefit amounts.

The following example shows how the normal retirement benefit would be calculated for a hypothetical employee earning \$36,000 in 1991 (when the YMPE is \$30,500), assuming that these figures do not change until his retirement:

Hire Date	January 1, 1980	
Birth Date	January 1, 1940	
Normal Retirement Date	January 1, 2005	
Credited Service	10 years to 12.31.89	
15 years after 1.1.90		
25 years in total		
Final Average Salary (FAS)	\$36,000	
Average YMPE	\$30,500	
1% of FAS below YMPE	1% of \$30,500	= \$305.00
13% of FAS below YMPE	13% of \$30,500	= \$381.25
12% of FAS in excess of YMPE	12% of \$ 5,500	= \$ 82.50
Benefit calculation	= \$305.00 x 10 years	
	+ \$381.25 x 15 years	
	+ \$ 82.50 x 25 years	
	= \$10,831.25 per year	
	= \$ 902.60 per month	

Therefore, the pension at normal retirement for this employee would be \$902.60 per month. At age 65, you will also receive benefits from the government sponsored retirement plans. The Canada/Quebec Pension Plan currently pays a maximum monthly pension of \$604.86 and Old Age Security currently pays a maximum of \$354.92 per month (January, 1991 benefit amounts).

Please note that certain minimum benefit may be payable from the Company plan if you participated in the former plan(s) prior to January 1, 1984.

7. **Normal and Optional Form of Pension Payments**

The normal form of pension payments is a pension payable for your lifetime, subject to a guarantee that at least 120 monthly payments will be made. In other words, if you should die before receiving 120 pension payments, your beneficiary will continue to receive the monthly pension payments for the balance of the 120 months.

However, if you are married or party to a common-law relationship at the date of your retirement, Federal pension laws require that the pension be paid in a form which continues to your spouse after your death, for the rest of his/her life, in an amount not less than 60% of the pension you were receiving. Your initial pension will be reduced on an actuarial basis to reflect this requirement. Your spouse may waive his/her rights to this entitlement by completing a prescribed form, in which case you may receive the pension in the normal form.

8. **Termination of Employment Before Retirement**

If you have less than 2 years of credited service, no benefits are payable. If you have 2 or more years of credited service, you will be entitled to a pension at age 65, based on your credited service.

If you are below age 55 at the time of termination of your employment, you may elect to have your pension cancelled, and in lieu thereof to transfer the value of that pension to:

- your new Company’s pension plan, provided that plan is willing to accept such a transfer; or
- a “locked-in” RRSP (“locked-in” means that it cannot be cashed out and must be used to provide a lifetime pension); or
- to purchase an immediate or deferred lifetime annuity.

Under certain very limited circumstances prescribed under the Federal pension laws, in the case of small pensions, the Plan will pay you a cash settlement of the full value of your pension credits, in lieu of a deferred pension, and in full settlement of your rights under the Plan. Currently (for terminations in 1991), pensions of less than \$50.83 per month will be paid out in cash.

Where the pension exceeds the above limit for cash settlements, but its value remains below another prescribed limit (currently \$5,000), the Company may require that you transfer the value of your pension to one of the arrangements described above, in full settlement of your rights under the Plan.

If your employment is terminated and you subsequently rejoin the Plan at some later date, you will be treated as a new member for all purposes of the Plan and your prior and new periods of service will not be combined for purposes of determining eligibility for membership or benefits, or for calculating amounts of benefits.

## 9. **Total Disability**

If you become totally and permanently disabled prior to your normal retirement date, you will continue

to accrue credited service while you are receiving benefits from a disability plan provided by the Company. When such disability benefits cease, you will be deemed to be terminated and your pension entitlements, if any, will be determined at that time.

10. **Death Before Retirement**

Under certain conditions, benefits may become payable to your spouse if you die before retirement. Death benefits are not payable if:

- (a) you are not vested, or
- (b) there is no surviving spouse at your death.

Death benefits may become payable if:

- (a) you are vested, and
- (b) there is a surviving spouse at your death, as follows:
  - (i) if you die before age 55, your spouse is entitled to the value of the pension you had earned to the time of death, for service after 1986
  - (ii) if you die after age 55, your spouse is entitled to the 60% survivor portion of the pension as described earlier, calculated as follows:
    - based on your credited service after 1986 only,
    - reduced for early retirement as if you had retired just before you died, and
    - reduced for the 60% “optional” form of pension.

Where a benefit is payable to a spouse, it shall first be reduced by any group life insurance payable to the spouse, that is paid for by Company premiums.



For purposes of the above, you are “vested” if you have completed two or more years of credited service.

Under the Federal pension legislation, a spouse means

- (a) if there is no person described in paragraph (b), a person who is married to the member or former member or who is party to a void marriage with the member or former member, or
- (b) a person of the opposite sex who is cohabiting with the member or former member in a conjugal relationship at the relevant time, having so cohabited with the member or former member for at least one year.”

11. **Death After Retirement**

The benefit payable will depend on the type of retirement option that you may have elected. The normal and optional forms are discussed in a previous paragraph.

12. **Administration of Plan**

The plan is administered by a group of trustees comprising employees of the Company and independent persons who are Canadian citizens.

13. **Integration with RRSP**

The benefits payable from this plan are in addition to retirement benefits you may receive from other sources. However, the amount you can contribute to your personal Registered Retirement Savings Plan (RRSP) is affected by your participation in the Company Defined Benefit (DB) pension plan. Starting in 1991 the Company will report a “pension adjustment” (PA) on your T4 slip each year. This PA is an

amount that is based on the pension that is deemed earned in the plan during the year; it is calculated according to a complex formula by steps described in the Income Tax legislation. Your total RRSP contribution limits are inclusive of the PA's deemed under the Company's plan. Also starting in 1991, the Government will assist in calculating your RRSP limits for you and will provide you with this information late each year, based on your T4's and tax return for the year.

14. **Claims or Questions**

All claims or questions should be referred to the Plan Administrator who may be contacted at 150 Ferrand Drive, Toronto, ON.

**SCHEDULE 3**  
**COMPANY DEFINED CONTRIBUTION (DC)**  
**PENSION PLAN**

**Company Defined Contribution (DC) Pension Plan for members of the Nova Scotia bargaining unit with the following features:**

1. **Effective Date** – July 1, 2013
2. **Eligibility**
  - (i) members of the Company Defined Benefit (DB) Pension Plan become members of the Company Defined Contribution (DC) Pension Plan July 1, 2013; and
  - (ii) full-time bargaining unit employees not currently members of the Company Defined Benefit (DB) Pension Plan and new hires shall join the Company Defined Contribution (DC) Pension Plan after completion of two (2) years of continuous full-time service.

3. **Contributions**

**The Company will contribute 5% of pensionable earnings per month for each full-time member of the bargaining unit.** The Pension Formula will be calculated as follows:

For forty (40) hour employees – the base hourly rate (excluding any applicable premiums) X applicable percentage (%) X 173 hours per month.

For thirty-two (32) hour employees – the base hourly rate (excluding any applicable premiums) X applicable percentage (%) X 138 hours per month.

The Company shall forward all contributions monthly, together with a list of all eligible members being reported each month, within twenty (20) days of the

end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.

The contributions will be credited to a separate account established for each member and the member will determine how his account will be invested within a selection of investment funds available from the Financial Institution as determined by the Company from time to time in consultation with the Union.

**No member contributions are required.** However, employees may make their own additional voluntary contributions to the DC Plan once per quarter.

4. **Vesting**

Company contributions are immediately vested.

5. **Disability**

Company contributions will continue at the rate in effect for members who are disabled for a maximum two year period.

6. **Current Plan**

**Employees who join the Company Defined Contribution (DC) Pension Plan will continue to be eligible for pension benefits in the Company Defined Benefit (DB) Pension Plan based on their pensionable service to June 30, 2013.** The amount of benefit at the time of their retirement, death or termination of employment will be calculated on their final average earnings up to and including June 30, 2013.

They will continue to be eligible for all other benefits and options in the Company Defined Benefit (DB) Pension Plan, except that the amount of the benefit will be determined based on their pensionable service and final average earnings to June 30, 2013.

7. **Investment Options**

The employees will be provided with sufficient information on the various funds available for the investment of their contributions at the commencement of the Company Defined Contribution (DC) Pension Plan and on a regular basis thereafter. Investment advice will be available to the employees, as they require from the Company's Defined Contribution (DC) administrator.

**SCHEDULE 4**  
**COMPANY GROUP REGISTERED RETIREMENT**  
**SAVINGS (RRSP) PLAN**  
**(for employees age 50 or over as of July 1, 2013)**

Note:

The Group RRSP Plan is being established in order to compensate employees who are closer to retirement age against any lower retirement benefit entitlement that might otherwise flow from the change from a defined benefit pension plan to a defined contribution plan

**Effective Date:** July 1, 2013

**Eligibility:** Full-time bargaining unit employees who are members of the Company Defined Benefit Plan (DB Plan) and who are age 50 or over as of July 1, 2013.

**Contributions:** The Company will contribute an amount for each eligible member per month, calculated as a percentage of the contribution being made for that month to the Company Defined Contribution Plan (DC Plan) based on the members age at the beginning of each month as follows:

<b>Age</b>	<b>Percentage</b>
50	20%
51	40%
52	60%
53	80%
54 or older	100%

The contributions will be deposited in the member's registered retirement savings plan (RRSP) with the Investment Company. The member will determine how his RRSP will be invested

within a selection of funds available from the Investment Company.

**Disability:**

Company contributions will continue at the rate in effect for members who are disabled for a maximum two year period.

**Benefits on Retirement, Death or Termination Of Employment:**

The benefit payable will be the value of the member's RRSP. Member will not be allowed to cash in or transfer their RRSP while employed by the Company.

**Letter of Understanding 1**

**Between**

**Teamsters Local Union 927 (the “union”)**

**– And –**

**Garda World (Canada) Ltd (the “employer”)**

BY MUTUAL AGREEMENT the Parties have agreed that all FT32 employees in the cash room will be scheduled to a maximum of 35 hours a week.

In the event that additional regular hours are available due to vacancies, management will approach the qualified FT32 employees and offer the additional regular hours by order of seniority.

Dated at Halifax this 3<sup>rd</sup> day of November, 2016.  
(This agreement does not expire).

Derek Doiron  
Teamsters

Darrell Coffin  
Garda World (Canada) Ltd.



**Letter of Understanding 2**

**Between**

**Teamsters Local Union 927 (the “union”)**

**– And –**

**Garda World (Canada) Ltd (the “employer”)**

**The parties will meet together to review the possibility to implement productivity incentive for cash cage employees.**

Dated at Halifax this 3<sup>rd</sup> day of November, 2016.  
(This agreement does not expire).

Derek Doiron  
Teamsters

Darrell Coffin  
Garda World (Canada) Ltd.

### **Letter of Understanding 3**

**Between**

**Teamsters Local Union 927 (the “union”)**

**– And –**

**Garda World (Canada) Ltd (the “employer”)**

BY MUTUAL AGREEMENT the Parties have agreed that the Chief Shop Steward will be relieved of her / his scheduled duties bi-weekly for a period of up to eight hours, within her / his regular work schedule. This allotted time will be scheduled so it does not affect normal duties. The scheduled hours will be mutually agreed upon between management and the Chief Shop Steward. If there should be disagreement regarding the scheduled hours it will be escalated to the Branch Manager for resolution.

Dated at Halifax this 3<sup>rd</sup> day of November, 2016.  
(This agreement does not expire).

Derek Doiron  
Teamsters

Darrell Coffin  
Garda World (Canada) Ltd.

**.Letter of Understanding 4**

**Between**

**Teamsters Local Union 927 (the “union”)**

**– And –**

**Garda World (Canada) Ltd (the “employer”)**

BY MUTUAL AGREEMENT the Parties have agreed that In the event that the Nova Scotia Department of Justice changes the current legislation with respect to armed crewing levels, the Company agrees to meet with the Teamsters Union Local 927 to discuss future crewing levels.

Dated at Halifax this 3<sup>rd</sup> day of November, 2016.  
(This agreement does not expire).

Derek Doiron  
Teamsters

Darrell Coffin  
Garda World (Canada) Ltd.

# 2015



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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

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APRIL							MAY							JUNE										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
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5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13				
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JULY							AUGUST							SEPTEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
				1	2	3	4						1						1	2	3	4	5	
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26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30							
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OCTOBER							NOVEMBER							DECEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
				1	2	3	1	2	3	4	5	6	7						1	2	3	4	5	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12				
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26				
25	26	27	28	29	30	31	29	30						27	28	29	30	31						

# 2016



JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6			1	2	3	4	5	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29	27	28	29	30	31							
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APRIL							MAY							JUNE						
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					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30						

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JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
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24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30				
31																				

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OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5						1	2	3	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
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16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31			
30	31																			

# 2017



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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
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22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	

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APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	1	2	3	4	5	6							1	2	3
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23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		
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JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	1	2	3	4	5									1	2
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23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	
30	31																				

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OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4							1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
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29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	
																					31

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# 2018



JANUARY							FEBRUARY							MARCH								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5	6						1	2	3						1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10		
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24		
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31		

APRIL							MAY							JUNE										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
1	2	3	4	5	6	7						1	2	3	4	5							1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9				
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16				
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23				
29	30						27	28	29	30	31			24	25	26	27	28	29	30				

JULY							AUGUST							SEPTEMBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
1	2	3	4	5	6	7						1	2	3	4								1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15			
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22			
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29			
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OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	
														30	31						

# 2019



JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
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27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
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APRIL							MAY							JUNE						
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	1	2	3	4	5	6				1	2	3	4							1
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
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JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				



# 2020



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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1	1	2	3	4	5	6	7
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26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				

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APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1	2	1	2	3	4	5	6
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26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
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JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1							5
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26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
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OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3		1	2	3	4	5	6	7							5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

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# IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union... please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.



# Respect Is a Teamster Contract

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