

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SECURICOR CASH SERVICES  
NANAIMO AND COMOX, B.C.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1st, 2000 - June 30th, 2003**

**DON MCGILL  
Secretary-Treasurer**

**SECURICOR CASH SERVICES  
NANAIMO AND COMOX, B.C.**

**INDEX**

<b>ARTICLE</b>		<b>PAGE</b>
1.	BARGAINING AGENCY AND DEFINITIONS	1
2.	DURATION OF AGREEMENT	2
3.	UNION SECURITY	3
4.	DEDUCTION OF DUES, ETC.	3
5.	UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE	5
6.	SHOP STEWARDS	6
7.	UNIFORMS & WORK CLOTHES	7
8.	UNION NOTICES	8
9.	CONFLICTING AGREEMENTS	8
10.	PROTECTION OF RIGHTS	8
11.	TRANSFER OF TITLE OR INTEREST	9
12.	GRIEVANCE PROCEDURE	9
13.	PAY DAY AND PAY STATEMENTS, ETC	12
14.	ANNUAL VACATIONS	12
15.	GENERAL HOLIDAYS	14
16.	SEPARATION OF EMPLOYMENT	15
17.	SENIORITY	16
18.	DAYS AND HOURS OF WORK AND OVERTIME	18
19.	LUNCH AND REST PERIODS	20
20.	COMPENSATION COVERAGE	21
21.	SAVINGS CLAUSE	21
22.	INSPECTION PRIVILEGES	22
23.	SANITARY FACILITIES	22
24.	SAFETY AND HEALTH	22
25.	MANAGEMENT RIGHTS	23
26.	REGULATIONS AND PROCEDURES BOOKLET	23
27.	TRANSPORTATION	23
28.	MEDICAL EXAMINATIONS	23
29.	TRUCK MAINTENANCE	25
30.	TRAFFIC TICKETS	25
31.	GENDER	26
32.	TOOLS	26
33.	TECHNOLOGICAL AND MECHANICAL CHANGES	26
34.	SICK LEAVE BENEFITS	27
35.	JOB POSTING - FULL TIME AND REGULAR PART TIME	28
36.	WELFARE PLAN	28
37.	PENSION	31
38.	ARTICLE HEADINGS	31
39.	NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES	31
40.	SAFETY COMMITTEE	31
41.	INTERPRETATIONS	32
42.	RETROACTIVITY	32
43.	WAGE RATES AND CLASSIFICATIONS	32
44.	SELECTION OF WORK	34
	SIGNATORY PAGE	34
	LETTER OF UNDERSTANDING No. 1	35
	LETTER OF UNDERSTANDING No. 2	36



1.05 **REGULAR PART-TIME EMPLOYEES:** - are those part-time employees who are available to work for the Employer at all times and make the Employer their principle place of employment and who work, but not limited to, thirty-two (32) hours or more per week, exclusive of filling in for W.C.B., sickness, vacation, and absenteeism for no more than a three (3) month period.

1.06 (a) **CASUAL EMPLOYEES:** -are those employees who are not regularly scheduled for nor guaranteed thirty-two (32) hours a week and are not regularly available to work for the Employer at all times or who make their principal place of employment elsewhere, or who do not regularly work three (3) or more days per week. Any casual employee who has worked a combination of shifts that total 528 hours (66 eight (8) hour shifts) in any twelve (12) month period and is reclassified to regular part-time/full-time status will be deemed to have worked his/her probationary period. Seniority shall commence from the date the employee is hired full-time or part-time.

(b) **DECLARED CASUAL EMPLOYEES:** -are those employees who are not regularly scheduled for or guaranteed thirty-two (32) hours a week but are regularly available to work for the Employer at all times and have signed a declaration to that affect.

1.07 **PROBATIONARY EMPLOYEES:** - Notwithstanding anything in this Agreement, an employee shall be on probation for a period of one hundred and fifty (150) days from the date of hiring by the Employer. During the probationary period, the Employer may terminate a probationary employee's employment for any single or combination of reason(s) which is determined as being sufficient cause within the purpose and context of the probationary period and may be subject to the Grievance Procedure.

1.08 **PROBATIONARY PERIOD** - The probationary period is defined as the initial one hundred and fifty (150) 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 Employer with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he/she was employed.

1.09 It is understood and agreed that security is of prime importance to the safety and welfare of the employees and to the operation of the Employer's business.

1.10 **LOCATION** - shall mean a place of business of the Employer.

## 2. **DURATION OF AGREEMENT**

2.01 This Agreement shall be for the period from and including July 1st, 2000, to and including June 30th, 2003. Either party to this Agreement may, within four (4) months immediately preceding June 30th, 2003, give to the other party written notice to commence collective bargaining.

2.02 After expiry of the term of this Agreement and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

2.03 The Union as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the Armoured Car Industry and of the Employers at all times while this Collective Agreement is in force.

### **3. UNION SECURITY**

3.01 The Union recognizes the right of the Employer to hire whomever he chooses, subject to the seniority provisions contained herein. The Employer shall, however, give the Union equal opportunity to refer suitable applicants for employment, provided, the Employer shall not be obligated to hire such applicants.

3.02 All employees covered by the Union Certification must become and remain members of the Union in good standing as a condition of employment with the Employer.

3.03 Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee.

3.04 The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately. When new employees are hired, they shall receive a copy of the collective agreement. The Union shall provide copies of same.

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

4.01 The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 4.04 herein.

4.02 All employees referred to above will be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

4.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and assessments which may be levied in accordance with the Union's By-Laws, owing by said employees hereunder

to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

- 4.04 The Employer shall deduct from each new employee an amount equal to the Union's dues, fees and assessments, from the employee's first (1st) payroll and add that employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)

**5. UNION ACTIVITIES OF EMPLOYEES AND LEAVES OF ABSENCE**

- 5.01 The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the operation of the business.

- 5.02 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

- 5.03 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his/her doctor states, in writing, such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer. Such absence will not exceed eighteen (18) months except by mutual consent of the parties.

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

It is required that employees on sick or injury leave advise the Employer as to their availability to return to work with as much advance notice as possible for scheduling purposes and with a minimum of twenty-four (24) hours notice in advance of his/her availability.

- 5.05 **Funeral Leave** - In case of death in the immediate family, the regular employee affected shall be granted compassionate leave of absence with pay, during his/her next three (3) consecutive working days, one (1) of which must include the day of the funeral, at his/her scheduled rate of pay to a maximum of ten (10) hours per day. Immediate family means: spouse, parents or step-parents of employees and spouse, children, sister or brother, sister-in-law, brother-in-law, grandparents and grandchildren.

- 5.06 (a) All time lost by a regular full-time employee due to necessary attendance on Jury Duty or any work related Court proceedings where subpoenaed as a witness, or any incident occurs during working hours while on duty, shall be paid for at the rate of pay applicable to said employee. All regular full-time employees shall make themselves available for work for the Employer during said period when they are not required to serve on the jury. Once an employee is released from Jury or Witness Duty, he/she shall be returned to the job classification and pay rate he/she 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 Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.
- (b) Regular part-time employees required to serve on a jury or any work related Court proceedings where subpoenaed as a witness shall be paid the difference between the jury fees and their scheduled hours of work for each week they are required to serve on the jury, provided they are available to work for the Employer during said period when they are not required to serve on the jury.
- 5.07 When an employee covered hereunder is either elected or appointed to a full time job with the Union, he/she shall be granted a leave of absence for a maximum period of one (1) year. Such employee shall not be entitled to any of the provisions of this Agreement but shall accumulate seniority during such leave of absence.
- 5.08 If an employee desires a leave of absence for reasons other than those referred to above, he/she must obtain permission, in writing, for the same from the Employer.
- No legitimate and reasonable request will be denied. If the leave of absence is to extend a vacation then it must be in accordance with Article 14.01. However, except for emergency conditions, leaves of absence shall be limited to one (1) per year, not to exceed thirty-one (31) calendar days. Employees must take all of their vacations before applying for a leave of absence.
- 5.09 In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence or vacation for any reason, his/her employment may be terminated, subject to proper proof of same.
- 5.10 **Maternity/Paternity Leave** - A paid leave of absence will be granted to the Father for one (1) day upon the birth of a child or to attend the homecoming of the child. Employees shall be entitled to time off work for Maternity/Paternity Leave as established by the Federal Code. Extended leave of absence shall be in accordance with Article 5 of this Agreement. Upon his/her return to work he/she shall be returned to the classification they held prior to time off.

5.11 **Leave of Absence** - Any employee whose normal duties include driving a Company vehicle and his driving licence is suspended by Government action for up to twelve (12) months shall be given the opportunity to perform alternate work for which he is qualified. The Union and the Employer will meet to discuss the movement to such alternate work but no new work will be created and no other employee will be laid off to accommodate this employee. If no such alternate work is available, the employee shall be given a leave of absence without pay until his driving privileges have been restored.

The employee will be placed at the bottom of the seniority list for work preference and lay-off. When the employee regains his licence, he will revert to his former position and former seniority.

If the loss of licence involves driving of Company equipment, the Union and the Company will meet to discuss the circumstances and any step to accommodate the employee with the suspended licence will be at the discretion of the Company.

## 6. **SHOP STEWARDS**

6.01 There shall be three (3) Shop Stewards appointed for the Nanaimo branch and one (1) Shop Steward appointed for the Comox branch, if the Union so wishes, to see whether the members of the Union and the Employer follow the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Stewards shall be appointed by the Union and shall be employees of the place in which they are Stewards. There shall be no discrimination against the Shop Stewards for lawful Union activities and the Shop Stewards shall not let their duties unduly interfere with their regular work assignment.

6.02 The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

6.03 The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

6.04 The Union will advise the Employer of the identity of all Stewards and will also give notice in writing, within twenty-four (24) hours of any new appointment or removal thereof.

6.05 Shop Stewards shall be permitted to take up grievances during working hours without loss of pay or to attend Company meetings to discuss any mutual problems provided the meeting has been agreed to by the Company and will be paid at straight time rates of pay.

6.06 The Union agrees that its representatives will conduct business in such a manner as to not unduly interfere with the work and/or service schedules.



6.07 If the Employer discharges the Shop Steward, the Union shall be advised prior to such discharge.

**7. UNIFORMS & WORK CLOTHES**

The Employer shall provide and maintain for each employee, free of charge, the following:

**7.01 UNIFORMED EMPLOYEES**

Regular full-time, regular part-time and declared casual employees: 1 sweater; 2 jackets; 3 pair of trousers; 4 shirts; 1 water repellent jacket with liner; 1 tie; 1 belt and holster and ear plugs.

Casual employees: 1 sweater; 1 jacket; 2 shirts; 2 pair of trousers; 1 tie; 1 belt and holster and ear plugs.

All uniform items needing replacement must be turned in prior to replacement.

**7.02 IN-PLANT EMPLOYEES (if applicable)**

The Employer shall maintain a supply of smocks/lab coats for temporary issue to any employee who does not request uniform as per above.

7.03 Each employee shall be assigned locker space and whenever possible an individual locker would be issued. Once assigned, the locker shall be considered as the private property of the employee. No one shall open and/or search an employee's locker unless that employee or a Shop Steward is present. For security considerations, the Employer's representative must be accompanied by a Shop Steward.

7.04 Items of the uniform equipment shall be replaced as needed and shall remain the property of the Employer. Items of uniform equipment must be returned to the Employer upon termination of employment.

**7.05 BULLET RESISTANT VESTS**

The Employer shall pay the cost of a bullet resistant garment, Spector Shield 2A (up to a maximum of six hundred dollars (\$600.00)). The employee shall be charged forty percent (40%) of the cost. Should an employee opt for an external vest, the exterior carrier must be Company approved. The employee shall be charged thirty percent (30%) of the cost. The following requirements must be met:

1. If an employee terminates prior to completing two (2) years of service the employee must reimburse the Employer.
2. The portion paid by the Employer shall be deducted from the employee's final cheque upon termination. The employee shall make arrangements for additional repayment if the final cheque is insufficient to cover the Employer's contribution.

**8. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees. Copies of same will be given to the Employer.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) Seniority lists to be revised every six (6) months and a copy to be sent to the Union.
- (iii) All notices other than the Agreement and the Seniority Lists shall be removed from the Union Notice Board after a reasonable period of time, not to exceed thirty (30) calendar days.

**9. CONFLICTING AGREEMENTS**

The Employer agrees not to enter into any oral or written agreement, or a contract with employee(s) covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any final wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

**10. PROTECTION OF RIGHTS**

10.01 The Employers shall not require any Union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

10.02 The Employer recognizes the Union's right to render assistance to other Labour organizations provided, however, this provision shall not be construed so as to permit work stoppages in violation of this Agreement.

10.03 All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

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

11.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation, or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood and agreed the foregoing shall not apply in those cases when the Employer sublets service to an individual customer or customers to another company when it becomes impractical for the Employer to continue service to that customer or customers.

11.02 It is understood by this Section that the parties hereto shall not use any leasing device to a third party for the sole purpose of evading this Agreement.

11.03 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer.

11.04 The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business.

## **12. GRIEVANCE PROCEDURE**

12.01 Any complaint, disagreement or difference of opinion between the Employer and 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.

Any employee, authorized Agent of the Union or authorized Agent of the Employer may present a grievance. Any grievance which is not presented in writing within then (10) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

The ten (10) day period for presenting a grievance shall be broken up as follows: First five (5) day period shall be used for verbal discussion between the griever and his/her immediate Supervisor concerned. The Supervisor will make every effort to provide an answer within this five (5) day period. If the matter is not resolved, the second five (5) calendar day period shall be used for the griever to put the grievance in writing.

**NOTE:** The employee shall take up his/her grievance as soon as possible. The five (5) day periods are maximum periods not minimum periods. If no agreement is reached the matter may be submitted in writing prior to the first five (5) day period having expired.

12.02 The Steps of the Grievance Procedure shall be as follows:

**STEP I**

The employee shall take up his/her grievance with his/her immediate supervisor. The employee shall have the right to be accompanied by his/her Shop Steward. The Employer shall take up his grievance with the employee involved who shall have the right to be accompanied by his/her Shop Steward.

Any grievance processed by the Union or the Employer beyond Step I of the Grievance shall be outlined to the other party prior to the meeting to take place under Step II.

**STEP II**

Should a solution not be reached in Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Manager or his designate. Notwithstanding the above, if an authorized agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned. If the Employer claims a violation of this Agreement, an authorized Agent of the Employer may also invoke the Grievance Procedure at Step II. Either of the Parties may apply for expedited Arbitration.

Failing settlement of the dispute at the stage where the Union Representative and the Manager meet, as set out above, the matter shall be taken to Arbitration as set out herein.

It is understood an authorized Agent of the Union is the Business Agent concerned, or another Business Agent of the Local Union or their Supervisors; and an authorized Agent of the Employer is the Branch Manager or his Superiors.

**STEP III**

The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

The failure of the second party to make its appointment within the seven (7) days, as herein set out, the first party shall apply to the Labour Relations Board, to have the Labour Relations Board appoint such nominee for the second party.

**STEP IV**

The arbitrator so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board to appoint a third member.

12.03 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, the parties agree that a sole arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration. Such sole arbitrator shall be chosen by mutual agreement between the parties.

12.04 If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his/her rights, benefits and privileges which he/she would have enjoyed if the discharge or suspension had not taken place, provided that it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper layoff the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, and provided that the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the right to order the Employer to pay less than the full amount of wages lost or to pay no lost wages at all.

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

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally bear the expenses, if any, of the Chairman.

The decision of the Arbitration Board shall be final and binding upon the parties. All disputes arising between the Employer and the Union shall be submitted to this Grievance Procedure and there shall be no strike, work stoppage, or other interruption of the Employer's business or no lockout during the term of this Agreement.

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

12.06 If adverse statements 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 twenty (20) days of the event or knowledge of the incident giving rise to the adverse statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such adverse statements other than suspensions shall be deleted from the employee's file, providing there has not been a re-occurrence of the same offense during that year. This article will not conflict with the employees' rule book.

12.07 Notices on an employee's file shall be removed as follows:

1. Letters of reprimand or discipline up to and including a one (1) day suspension, one (1) year from date of occurrence.
2. All others in excess of the above, two (2) years from date of occurrence.

It is the intent of both parties to use the discipline procedure to correct and assist employees. It is recognized by the parties that strict compliance with the confidentiality of security is an absolute necessity.

An employee shall have access to his/her personal file, with or without a Steward present, at a mutually agreed time with the Employer.

12.08 The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, then the Employer will pay for all time lost by an employee as a result of such employee being called on to appear as a witness, providing that the Arbitration Board decides that the testimony of the witness was essential to a just and proper decision in the case.

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

13.01 All employees covered by this Agreement shall be paid not less frequently than every second Friday, 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 means of direct deposit into a bank account of the employee's choice.

13.02 The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half (1 ½) or double time), the rate of wages applicable and all deductions made from the gross amount of wages.

13.03 When there is an error of short payment or any other type of error, this shall be corrected as soon as possible.

13.04 The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

### **14. ANNUAL VACATIONS**

14.01 No later than January 1st of each year, the Employer shall post a vacation list or lists on the Bulletin Board, and each employee shall, in order of seniority, apply for his/her vacation on such list at a time same is desired, and such request must be completed by March 1st of each year.

It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising his/her entitlement for vacation selection. No employee will be by-passed without notice in writing from the Employer.

Vacation shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether his/her vacation shall be in one (1) period or split. However, employees may only split such vacation within the period of May 15th through September 15th after all employees on the vacation list in order of seniority, have had an opportunity to have holidays during this period. Employees may only take two (2) weeks vacation throughout the period of May 15th to September 15th. If any weeks are available after all the selections have gone down the seniority list, then the process will begin again from the top.

inasmuch as the Employer will recognize the vacation period(s) selected by the employee(s), the Employer reserves the right to amend vacation schedules to a time mutually agreed upon by the employee and the Employer in order to ensure continuous operating capability and efficiency.

14.02 The vacation entitlements are as follows:

<b>Service Requirement Years</b>	<b>Entitlement Weeks</b>	<b>Hours of Pay</b>	<b>Percentage of Earnings</b>
One (1) year	two (2) weeks	80 hours	4%
Three (3) years	three (3) weeks	120 hours	6%
Eight (8) years	four (4) weeks	160 hours	8%
Fifteen (15) years	five (5) weeks	200 hours	10%
Twenty-one (21) years	six (6) weeks	240 hours	12%

Regular full-time and regular part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation, whichever is the greater.

14.03 For the purposes of determining an anniversary year of employment to qualify a regular full-time or regular part-time employee for vacation and vacation pay, the parties agree that when a regular full-time or regular part-time employee has worked a minimum of twelve hundred and fifty (1250) hours in the employee's anniversary year, the employee shall be eligible for vacations and vacation pay as set out herein. It is understood that an employee's date of hire as a regular full-time or regular part-time employee shall be used to determine the start of his/her anniversary year. Vacation pay shall be given prior to an employee leaving on vacation. To ensure that the vacation pay is available it is recommended that the employee request vacation pay two (2) weeks' prior to his/her taking his/her vacation.

14.04 Regular full-time and regular part-time employees who shall have worked less than twelve hundred and fifty (1250) hours in their last anniversary year, will be paid the appropriate percentage of their gross pay; that is four percent

(4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), based on their length of service, earned during their last completed anniversary years. Vacation time off shall be taken on a pro rata basis.

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

14.06 In the event of a regular full-time or regular part-time employee leaving the employ of the Employer after he/she had his/her vacation he/she earned for the previous anniversary year, he/she shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his/her pay for the anniversary year in which he/she ends his/her employment for which no vacation has been paid.

14.07 Prior to an employee going on his/her vacation, on request in writing with sufficient notice, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated (i.e. on a percentage or weekly guarantee). A separate payroll will be made up for payment of vacation benefits.

14.08 Casual employees shall receive vacations and vacation pay in accordance with the minimum requirements of the Federal Labour Code and shall receive their vacation pay each pay period. An employee's regular part-time and regular full-time seniority date shall apply for any vacation entitlements over and above the minimum requirements of the Federal Labour Code.

14.09 In the event an employee relocates from one branch to another within the bargaining unit, the employee shall retain his/her overall seniority for determination of vacation entitlement and branch seniority for vacation selection.

## **15. GENERAL HOLIDAYS**

15.01 The following days shall be recognized as Holidays:

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

15.02 All regular full-time employees shall be paid eight (8) or ten (10) hours straight time pay as applicable for all such Holidays regardless of which day in the week the Holiday falls. Such hours shall be added to the accumulated hours for the week for the purpose of satisfying the weekly guarantee. Regular part-time and casual employees shall be granted Holiday credit in accord with the provisions outlined in the Annual and General Holidays Act of British Columbia.



15.03 Employees who shall be required to work on a General Holiday or employees who are required to be out of town on a General Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay at two (2) times the regular hourly wage rate applicable to the classification to which they are assigned on such work. Such hours shall not be added in the accumulated hours of work for that week. All General Holidays are, for purposes of this Agreement, considered as overtime and as such seniority and qualifications will prevail.

15.04 Employees who shall be required to work a shift which commences at any time during a General Holiday or a shift which carries over into a General Holiday, shall, in addition to their regular holiday credit, receive two (2) times their regular hourly wage rates for all hours worked on the General Holiday.

15.05 If a recognized Holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the Holiday or a day's pay, whichever the employee chooses.

Lieu days may be taken off at a mutually agreed time prior to the employee going on vacation. If no time is agreed to the employee must take the day immediately following the end of the vacation period.

15.06 Regular full-time employees absent from work by reason of accident or illness not in excess of one hundred and twenty (120) days shall receive pay for General Holidays as designated herein; however, the combination of holiday pay, sick pay, Workers' Compensation and/or Weekly Indemnity shall not result in the employee receiving more pay than for the employee's regularly scheduled work day.

15.07 If during the life of this Agreement, the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees shall receive said day off with pay as set out herein.

15.08 Employees who accrue a lieu day for a General Holiday shall accrue such lieu days at straight time rates to a maximum of eight (8) hours. An employee may not accrue more than three (3) lieu days and the lieu days must be taken at a mutually agreeable time.

## **16. SEPARATION OF EMPLOYMENT**

16.01 If an employee is discharged by the Employer, he/she shall be paid in full for all monies owing to him/her by the Employer as soon as it is practicable, and in any event not more than six (6) calendar days.

16.02 If an employee quits the Employer of his/her own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.

16.03 The Employer shall give an Unemployment Insurance Commission Record of Employment Certificate to any employee who separates from employment for any reason within six (6) calendar days of the last day worked.

**17. SENIORITY**

17.01 Three (3) separate Seniority Lists will be maintained by the Employer at each location covered by this Agreement:

- (a) Route Personnel (ABM/AC), Vault;
- (b) In-plant;
- (c) Declared Casuals (for promotion purpose if qualified).

Comox will have its own separate Seniority Lists.

17.02 Any employee transferred from one (1) Seniority List to another Seniority List shall maintain his/her overall employee's seniority provided that any employee who transfers from one (1) Seniority List to another, whether it be a Seniority List at a location or Seniority Lists between different locations, shall be at the bottom of the list for all functions that affect employees on that list. Regular part-time employees from either list may fill in on either list without effecting their seniority. Employees posting into the Vault position will remain in that Department for a minimum of one (1) year.

17.03 The Employer shall supply the Union with seniority lists every six (6) months. The seniority lists shall set out the name of all employees and date of employment. Seniority for full-time and part-time employees shall be in accordance with Article 1 (1.07).

17.04 If a full-time or part-time position becomes available] and the most senior declared casual applies for the position, they will be given priority over other casuals providing they are qualified.

Seniority will commence from date of part-time or full-time status. Casuals will be permitted to work in all departments providing this work does not interfere with the work they were originally hired for.

If the casuals work in another department they will only become part-time or full-time if they are regularly scheduled exclusive of absenteeism] including W.C.B., sickness, vacation, leaves of absence, etc. in one department. Casuals will be paid the rate of pay for the casual classification for which they are working.

Declared Casuals who do not have full-time employment elsewhere and who wish to make Securicor their primary place of employment will be assigned work on a Declared Casual List (on a weekly basis). Otherwise, Declared Casual employees shall enjoy no seniority rights under this Agreement.

17.05 The lay-off and recall of employees will be based on seniority on each of the Seniority Lists, provided that in the event that two (2) or more employees have the same Seniority, then overall seniority shall govern; that is, the last hired will be the first laid off and the last laid off will be the first recalled.

Layoffs and recall by seniority shall be subject to qualifications and ability. An employee shall receive five (5) days maximum training in each classification before being laid off out of seniority. The employee must

request training. If an employee fails a classification at the time of lay-off, he/she may still become qualified at a later date if he/she has performed the job satisfactorily during the interim period.

17.06 When an employee has been promoted to another classification or transferred to another position (within or outside the bargaining unit) and after a reasonable trial period not to exceed one hundred and twenty (120) calendar days during which period an employee may be found to be unsatisfactory by the Employer for the new classification or position or the employee may decide he/she does not wish to continue in the classification or position, then he/she shall be restored to his/her former position and shall retain his/her seniority therein. Protection of seniority for an employee promoted outside of the bargaining unit shall apply only once during the term of this Agreement to any individual employee.

17.07 Seniority shall be length of service within the bargaining unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

17.08 Regular full-time employees who have been demoted to the status of part-time employees, shall hold top seniority among the part-time employees on their respective Seniority List, shall have first call to assignments with greater earning opportunities, and shall be the first in line for promotion to regular full-time status. The same provisions of 17.05 regarding the qualifications and ability and the training period shall also apply to this Section.

17.09 Whenever the guaranteed number of hours of work per week shall be regularly available to individual part-time employees, in excess of the regularly scheduled work then guaranteed to regular full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, holiday and night work, then the senior regular part-time employee shall be reclassified to a regular full-time employee. This clause will also apply to Declared Casuals being promoted to part-time status.

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

- (1) **He/she** is discharged for cause, or
- (2) Voluntarily leaves the employ of the Employer, or
- (3) **He/she** fails to report to work after a layoff, within five (5) days after being notified by registered mail;
- (4) **He/she** fails to report to work at the expiration of a leave of absence except for a bonafide emergency;
- (5) He/she is absent from work for three (3) days without notifying the Employer; except for a bonafide emergency.
- (6) He/she is promoted and remains outside of the bargaining unit longer than one hundred and twenty (120) days,

- (7) He/she has been on layoff for a period of twelve (12) months or longer.

**18. DAYS AND HOURS OF WORK AND OVERTIME**

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

Regular full-time employees shall be guaranteed a minimum of eight (8) hours work or the equivalent thereof in pay for each daily report to work.

18.02 Overtime work for employees if available shall be offered in order of seniority and qualifications. Should an insufficient number of employees accept such overtime, the Employer reserves the right to assign the junior qualified employee(s), including Declared Casuals.

18.03 Casual employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof of pay for each daily report to work.

18.04 Regular part-time employees shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each daily report to work.

18.05 Any regular part-time employee who replaces a regular full-time employee on a scheduled run shall receive the bid hours established for that regular full-time employee.

18.06 Regular full-time employees who shall be required to perform work on their scheduled day off shall be guaranteed therefor four (4) hours of work or the equivalent thereof in pay at one and one-half (1 ½) times the regular hourly wage rate applicable to the classification to which they are assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

18.07 Any employee who shall be required to perform special call out assignments after he/she has completed his/her normal daily assignment and has checked out and left the Employer's premises, shall be guaranteed three (3) hours of work or the equivalent thereof in pay and shall be paid therefor at one and one-half (1 ½) times the regular hourly wage rate applicable to the classification to which he/she is assigned on such work. Such hours of work shall not be included in the accumulated hours of work for that week.

18.08 If an employee reports late for work, that employee will only be paid from the time he/she commences work and for the time actually worked.

18.09 The hours worked shall be divided into one (1) minute units based on one-sixtieth (1/60th) of the applicable hourly rate. Changing in and out of uniforms shall not be considered as time worked.

- 18.10 Every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapses, he/she shall be paid at one and one-half (1 ½) times his/her regular hourly wage rate until such eight (8) hour period is over.
- 18.11 The regular hourly wage rates shall apply to the first forty (40) hours of work performed in any week or the first eight (8) hours of work in any day. All hours worked in excess of forty (40) weekly shall be paid for at the rate of one and one-half (1 ½) times the basic straight time hourly rate. All hours worked in excess of eight (8) daily shall be paid for at the rate of one and one-half (1 ½) times the basic straight time hourly rate provided, however, work performed after ten (10) consecutive and/or accumulated hours of work shall be paid at the rate of two (2) times the basic straight time hourly rate. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.
- 18.12 Regular part-time and regular full-time employees assigned to work in a higher classification, shall be paid for all hours worked in such higher classification at the rate applicable.
- 18.13 A weekly schedule of work showing the days of work, days off and starting times for all regular full-time and regular part-time employees will be posted on Friday of the preceding week. Once posted, changes will be made in such schedules only to meet emergencies, adjust for absenteeism, tardiness, extra work, and to correct apparent errors. Vacancies appearing in the assignments may be filled by casual employees.
- 18.14 **Ten Hour Shifts**
- (a) During the period of this Agreement, Management may if opportune or justified, introduce a trial of four (4) ten (10) hour days on any in-town run. The swapping procedure will apply if any employee, already on the run, opposes the ten (10) hour day. The Employer shall wherever practical establish a weekly schedule of four (4) ten (10) hour shifts for non-truck personnel. In such instances, compensation will be on the basis of ten (10) hours per day at the straight time rate.
  - (b) Employees who regularly work on these shifts shall be paid ten (10) hours at straight time rates of pay for the first ten (10) hours of work in any work day, and double time (2x) for any work performed in excess of ten (10) hours.
  - (c) Regular part-time and regular full-time employees who relieve the regular employees on any ten (10) hour shift for a full weekly period shall be entitled to the same wages and overtime provisions as the regular employee.
  - (d) Regular part-time and regular full-time employees who relieve regular employees on any ten (10) hour shift for less than a full weekly period shall be paid straight time rate for the first ten (10) hours of work

performed in any work day and double time (2x) for any work performed in excess of ten (10) hours in any work day. He/she shall also be paid time and one-half (1 ½) times the regular rate of pay for any regular hours worked in excess of forty (40) hours per week. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not for both.

18.15 Any overtime hours worked on an out of town run will be converted and credited as straight time hours worked.

**19. LUNCH AND REST PERIODS**

19.01 Employees shall be allowed a minimum of one-half (½) hour off to eat lunch on a shift which involves a lunch period. Such lunch period shall commence no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. Such time shall not be considered as time worked only when an employee is required to take his/her lunch outside of this period, or is required to remain on an armoured vehicle during his/her lunch period, or is required to remain on the Employer's premises during his/her lunch period. When the work schedule is completed within eight (8) or ten (10) hours, payment to employees shall be limited to eight (8) or ten (10) hours at straight time.

For employees, the custodian shall receive the paid lunch unless he advises Management otherwise by the end of the shift.

19.02 All employees shall be allowed to take a rest period during the first half of any shift and a rest period during the second half of any shift.

Truck employees shall ensure such rest stops are 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 Employer's obligations to the customer.

If an employee is required to work beyond the end of his/her regular full time shift and such work is expected to last two (2) hours or more, then a rest break shall be permitted, without pay.

19.03 **Out of Town Runs**- Lunch and rest period provisions shall be in accordance with the eight (8) and/or ten (10) hour shifts, whichever is applicable to the number of hours the run is operating that day. In addition, should any out of town run be operating for sixteen (16) hours, employees shall be entitled to 3-15 minute periods and 2-30 minute lunch periods.

19.04 In the event any employee is required to work more than a twelve (12) hour day, he/she shall be paid five dollars (\$5.00) supper money.

Route employees entitled to supper money will be paid bi-weekly on the same day as their regularly scheduled pay date for all supper monies due for the time period covered by their pay cheque. Supper money payments will

be a cash payment separate from their pay cheque and will be available from their immediate supervisor during the supervisor's normal working hours.

19.05 The Company will pay ten dollars (\$10.00) meal money per day on the Port Hardy and Powell River runs providing the run exceeds ten (10) hours.

**20. COMPENSATION COVERAGE**

20.01 When an employee is injured at work and goes on compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week to see if he/she is able to do the job he/she held at the time of injury.

20.02 If, after that time, it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice.

20.03 If an employee is placed in a lower category on his/her return to work after having been on compensation and it is proven that his/her accident was due to faulty equipment that the injury occurred, and the employee was free of negligence in such incident, then the said employee shall be paid at the classified job rate of pay the employee held at the time of the injury. Such rate of pay will be reduced in proportion to any Workers' Compensation benefits being received by such employee.

20.04 In the event of a disabling injury on the job, a full-time employee will be entitled to a full day's pay, and a part-time employee will be entitled to his/her scheduled hours.

**21. SAVINGS CLAUSE**

21.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

21.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

In no event shall the proposed alternative solution or replacement provision require a greater financial commitment on the part of the Employer during the term of this Agreement.

**22. INSPECTION PRIVILEGES**

Upon properly identifying himself, an authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. Such authorized agent shall not be permitted to enter designated security areas unless he is accompanied by a designated Management representative, at a mutually agreeable time.

**23. SANITARY FACILITIES**

23.01 The Employer 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.

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

23.03 The entire premises shall be adequately heated and ventilated.

**24. SAFETY AND HEALTH**

24.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper first-aid kits, including a proper first-aid kit in each service vehicle.

24.02 Any employee suffering any injury or employment-induced illness while on duty must report same to the Supervisor stating the illness or injury and if the employee wishes to go home or to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to go home or to a doctor in case of such illness or injury.

24.03 The Employer will provide adequate ammunition and paid range time for practice with a qualified instructor as required by the Employer. Additionally, the Employer shall provide interested employees with up to a maximum of 500 rounds of ammunition per year for voluntary range practice provided employees shall return empty shells and produce evidence of practice on a range approved by the Employer.

The Employer will establish and identify the shooting proficiency standards which must be met on a regular and ongoing basis by employees required to possess the shooting proficiency qualifications to satisfy job requirements.



**25. MANAGEMENT RIGHTS**

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

- (i) The right to hire, transfer, promote, demote, classify, layoff, suspend, discharge for cause or otherwise discipline employees.
- (ii) The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- (iii) The right to utilize and/or hire part-time employees during peak work periods, emergencies or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
- (iv) The right to reduce overtime hours wherever and whenever possible.
- (v) The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- (vi) It is agreed that a breach of security is subject to discipline.

25.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement.

25.03 Nothing herein contained shall be construed to prevent Management or sales employees from performing bargaining unit work, in cases of emergency when no bargaining unit employees are available to perform such work, or when there is no revenue associated with the work, when testing equipment and when repairing or transporting equipment.

**26. REGULATIONS AND PROCEDURES BOOKLET**

If at any time during the term of this Agreement any additions or deletions are to be made to the current Regulations and Procedures Booklet, then employees shall be given a minimum notice of seventy-two (72) hours prior to the change taking effect, except on occasion of emergency temporary situations.

**27. TRANSPORTATION**

No employee shall use his/her personal vehicle on Employer business for the purposes of picking up or delivering cargo.

**28. MEDICAL EXAMINATIONS**

28.01 Any medical examination requested by the Employer shall be promptly complied with by all employees, provided, however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (a) If an employee takes a medical examination during his/her normal working hours, he/she shall be paid for the time involved and thus not lose any pay as a result of his/her taking a medical examination.
- (b) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance or other appropriate agency, to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to operate a vehicle equipped with air brakes, the Employer hereunder 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.
- (c) If the medical examination is required by the Employer to be taken after working hours or on Saturday, regular full-time or regular part-time employees will be paid three (3) hours pay at straight time rates of pay.

28.02 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be followed:

- (a) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his/her own expense shall have the right to be examined by his/her personal physician.
- (b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (e) Should the consultant deem the employee to be capable of carrying on his/her assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.

28.03 If the Employer requires an employee to get a doctor's note, the Employer will pay for the cost of such note, (if the cost is not covered by a Medical Plan).

**29. TRUCK MAINTENANCE**

- 29.01 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers or passed the required inspections prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified.
- 29.02 In the event an employee determines that a vehicle is in unsafe operating condition, he/she shall request that a Supervisor confirm this. If the Supervisor concurs, he/she shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected.
- 29.03 All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.
- 29.04 All armored vehicles shall have adequate heaters, windshield wipers, defrosters, and air conditioners.
- 29.05 No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his/her truck for gas, water and oil and to see that it is in proper operating condition, nor in driving the vehicle to the proper place of maintenance and parking. It will not be necessary for the employee to change flat tires when away from the plant but the driver may, however, be expected to make minor repairs, such as replacing bulbs, fuses, etc., either at the Plant or away from the Plant. Employees will be responsible for the cleanliness of the interior of their vehicles.
- 29.06 Employees shall immediately or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.
- 29.07 The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Employer shall pay such fines.

**30. TRAFFIC TICKETS**

- 30.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for the payment of such citation, however, any employee who receives a traffic or parking ticket while on lunch or otherwise not in the performance of his duties shall be responsible for the payment of such ticket. Traffic tickets or citations issued to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof. Out of town drivers must submit tickets within a reasonable time after return to point of origin.

30.02 All 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.

**31. GENDER**

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

**32. TOOLS**

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

32.02 Employees shall be responsible for the routine daily maintenance, proper care, handling, and safekeeping of such equipment.

**33. TECHNOLOGICAL AND MECHANICAL CHANGES**

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

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

33.03 **Prior Notification:** The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological, mechanical changes as defined in (33.01) above, and the matter shall immediately become a topic of discussion between the Company and the Union and particularly with regard to:

- (i) The effect such changes will have on the number of employees within the bargaining unit.
- (ii) The probable effect on working conditions.
- (iii) Any changes in job classifications.

33.04 Full-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay or notice in lieu of for each year of service with the Employer to a maximum of nine (9) weeks pay at the rate of pay the employee was receiving on the date of termination or nine (9) weeks notice in lieu of.

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

33.05 **Training:** In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the employee qualifies with the requirements. Training required by the employee shall be paid for by the Employer at straight time rates of pay.

All new employees who are being trained on the job will be given training by a qualified Union employee as designated by Management.

Existing employees required to attend mandatory training in Vancouver at the Justice Institute will be guaranteed forty (40) hours at their regular straight time rate of pay. Any travelling time or extra time will be at the employee's expense. The Employer will pay for the accommodation to attend the course, if any.

In the event that the mandatory training is provided by the Justice Department locally, and operational commitments dictate that the employee take the course after regular working hours, the employee will be paid at straight time wages for time spent on the course.

Employees who fail to pass the mandatory requirements and who will be required to repeat the course will do so at their own expense.

The Employer will pay the cost of the Possession And Acquisition Licence (P.A.L.) renewal fee for all existing employees.

If an employee does not renew his/her P.A.L. on time the employee will be fully responsible for the cost of renewing the P.A.L. Furthermore, all employees must have a valid P.A.L. or their services may be terminated.

All new hires shall be responsible for the cost of all permits when initially hired.

33.06 If the Nanaimo branch closes or employees are terminated as a result of transfer of work, the employee(s) affected shall be entitled to severance pay or notice in lieu of in accordance with Clause 33:04 above.

#### **34. SICK LEAVE BENEFITS**

34.01 Regular full-time and regular part-time employees shall be entitled to forty-eight (48) hours sick leave per year.

34.02 Regular full-time and regular part-time employees shall be eligible for sick leave with pay when absent from work because of a bonafide illness or accident up to the amount accumulated in their sick leave bank, in accordance with 34.05 and 34.06.

- 34.03 For the purpose of this Section, full pay shall mean pay calculated at and for the regular daily schedule of straight time working hours for those days which the employee would have worked had the disability not occurred.
- 34.04 Sick leave benefits shall apply only to bonafide cases of sickness and accidents of an employee on his/her scheduled work days. Reasonable proof of illness including a Doctor's Certificate may be required by the Employer.
- 34.05 The sick leave provision is only to be used for sick days (maximum three (3) consecutive days at any one time). The sick leave provision may not be used to supplement any other form of time loss payment.
- 34.06 All unused sick time shall be paid out in the month of December at one hundred percent (100%) of employee's current rate of pay.

**35. JOB POSTING - FULL TIME AND REGULAR PART TIME**

- 35.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the Bulletin Board notifying employees that such a vacancy exists. Employees desiring consideration for such job shall then apply in writing, within three (3) working days of such posting.
- 35.02 Promotions to a higher classification within each seniority list shall be made in accord with list seniority subject to the job posting procedure provided the employees considered for promotion must possess the ability and qualifications necessary for the higher classification.
- 35.03 The Employer shall determine the ability and qualifications of employees considered for promotion, provided such determination shall not permit the Employer to be unreasonable in its determination and if disputed shall permit the Union to resort to the Grievance Procedure.
- 35.04 Demotions to lower classifications on each Seniority List due to reduced work requirements of the Employer shall be made in reverse order of list seniority.
- 35.05 Job vacancies at all locations certified by the bargaining agency will be posted locally in accordance with the terms and conditions of the respective applicable agreements.

It is agreed that should a job posting not be filled locally in accordance with the agreement that a subsequent posting will be made at all locations certified by the bargaining agency.

**36. WELFARE PLAN**

- 36.01 The Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all regular full-time and regular part-time employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The

Employer will commence making contributions to the Plan and Fund on the following basis:

- (1) from the effective date for all employees who have completed the requirements set forth in (2) below, as of the effective date;
- (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
  - (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his/her date of employment, contributions shall commence with respect to all benefits except Dental;
  - (ii) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his/her date of employment, contributions shall commence with respect to Dental benefits;
  - (iii) from the date of employment for any employee subject to the transfer provision of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from the employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government
Group Term Life Insurance	\$20,000.00
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance
Survivors Income Benefits	\$10.00 per month for each \$1,000.00 of Group Term Life Insurance payable monthly for 10 years

Weekly Indemnity Benefits	70% of weekly salary benefits to a maximum established by E.I. to be paid on the first (1st) day accident, fourth (4th) day sickness, 52 week duration basis (1/4/52)
Long Term Disability Benefit	75% of monthly salary to a maximum of \$1,000.00 per month
Dental Benefit	Basic (Part A) - 100% coverage, Major Restorative (Part B) - 50% coverage, Orthodontic (Part C) - 50% coverage
Extended Health Care Benefit	\$25.00 deductible, 100% reimbursement above deductible with vision care
Prescription Drugs	Through a Prepaid Prescription Programme.

However, if any employee is otherwise covered for **M.S.P.**, the employee may opt out of the **M.S.P.** coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.

The Employer shall remit the required contributions under this Article to the administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.

The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.

For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care benefit and Prepaid Prescription Drug Benefit if applicable and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of one (1) month.

The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer, up to and including the following amounts:

\$253.84/single  
\$319.33/couple  
\$365.02/family

The Employer shall cover any increase in premiums to provide coverage for the Medical Services Plan of B.C.

Premium reductions available through E.I. shall revert to the Employer.



Should it be necessary to increase other amounts, the employees shall be responsible for covering the increase in cost.

**37. PENSION**

Employees will be eligible to join the Company Pension Plan after twenty-four (24) months of employment provided the employee has earned thirty-five percent (35%) or more of YMPE in each of two (2) consecutive calendar years.

Upon joining the Plan, pension benefits will vest fully after two (2) years credited membership service.

All regular employees will be deemed members of the Company Pension Plan.

**38. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

**39. NEW BRANCH OR SATELLITE OPERATIONS OR CLOSURES**

39.01 In the event that the Employer establishes new branch or satellite operations within the Province of British Columbia employees from the bargaining unit will be given first opportunity to apply for any bargaining unit job opportunities thus created at the time of start-up operations, and will be considered on the basis of their qualifications and ability to perform the job and their seniority.

39.02 It is agreed by both parties that any qualified employee who indicates his/her desire to transfer and is transferred will be subject to the overall conditions governing wages, hours of work and working conditions then established and in existence for such new branch or satellite operation(s). Relocation expenses resulting from any such transfer will be borne by the employee.

39.03 In the event that the Employer closes any branch or satellite operation the parties shall immediately meet and discuss the situation. The employees concerned shall be permitted to return to their previous location with the seniority date they held at that previous location.

All other matters concerning employees affected by the closure shall become the subject of these discussions.

**40. SAFETY COMMITTEE**

40.01 The Employer 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. There will be two (2) Union employees in the safety meetings, which will be held during working hours, or if after hours, employees will be paid on a straight time basis.

**40.02 Joint Consultation Committee Interpretation and Extent**

The Company and the Union agree to establish a Committee which shall meet as required during the term of the Agreement to deal with any matter regarding the interpretation or application of this Agreement that may be raised by either of the parties signatory hereto. The issues that are discussed at these meetings and determined shall be mutually agreed to by both parties.

**41. INTERPRETATIONS**

The Sub-Contracting provisions of the Collective Agreement is deemed to be reflected by Articles 1.02, 1.03, 11.01, 11.02 and 25.03.

**42. RETROACTIVITY**

Upon ratification, each regular part-time and regular full-time employee shall receive a signing bonus of three hundred and twenty dollars (\$320.00). Each Casual employee shall receive a signing bonus of one hundred and sixty dollars (\$160.00).

**43. WAGE RATES AND CLASSIFICATIONS**

CLASSIFICATIONS	RATES PER HOUR		
	Effective July 1/00	Effective July 1/01	Effective July 1/02
Custodians	\$16.20	\$16.49	\$16.81
Drivers	15.77	16.05	16.37
Guards	13.50	13.74	14.01
Service Clerks	16.20	16.48	16.81
ABM LH Comox	16.70	17.12	17.55
Balance Clerks	16.20	16.48	16.81
Vault LH	16.70	17.12	17.55
Vault	16.20	16.48	16.81
Turret	10.02	10.52	11.05
In Plant Casual	9.18	9.46	9.74
Cash Cage	10.02	10.52	11.05
In Plant LH	11.91	12.51	13.13
Comox Custodians	16.20	16.48	16.81

Comox Drivers	\$15.77	\$16.05	\$16.37
Casual	11.71	12.06	12.42
Night Run	14.80	15.70	16.81

**Comox Location:** Regular days (1600 - 2300) Guaranteed \$50.00 with the option Of working off the \$50.00 by calls as follows:

Comox Valley	\$15.00 per call;
Campbell River/Buckley Bay	\$20.00 per call;
Tech calls constitute a call	
After each hour	\$15.00 per hour.

**Notes:** The Oyster River bridge is considered the border line for Campbell River calls.

If in Campbell River area and another call comes in or you have two (2) or more calls in Campbell River at the same time, then the first call is at \$20.00 and the remaining calls are at the \$15.00 rate.

Night transfers and any non pager work to be at the rate of \$20.00 per detail and added on to the \$50/\$100. This \$20.00 is added on to the guaranteed \$50/\$100 or greater amount, not to be worked off.

If the calls exceed the guaranteed \$50/\$100, then the greater amount will be paid.

Pager pay on General Holidays between 1500 hours and 2300 hours \$100.00 guarantee; Campbell River/Buckley Bay \$20.00; Night Transfer \$20.00; Comox Valley \$15.00.

If needed, a Lead Hand will be paid an additional fifty cents (50¢) per hour on top of his regular rate of pay.

The Union agrees to a working supervisor in A.B.M. with the following conditions:

- (a) in case of emergency
- (b) for training purposes
- (c) for tech calls when employees are not available.

If employees who have worked eight and one-half (8 ½) hours in a day, and do not carry a pager for call-out purposes, will be paid time and one-half (1 ½) for all hours worked in that same day for any call-out after those "hours" (no minimum call-out will be paid).

All Casual employees who work evening shifts will be guaranteed minimum pay of fifty dollars (\$50.00) which will include four (4) hours work and hours worked above the four (4) hours will be paid at straight time rate of pay; (casual rate) hours worked will be counted only, Casuals can only work a maximum of six (6) days a week to a minimum of five (5) days a week, when and if such shifts are available.

The Employer agrees that the two current positions in the Cash Cage (Lori and Bonnie) will be regular part-time employees for the purpose of entitlement of the benefits. These two positions will only receive the hours paid for hours worked, at this time.

**44. SELECTION OF WORK**

44.01 The Employer shall establish a list of runs similar to what is now in effect. There shall be a minimal number of changes, except for an increase or decrease in the work load on each run. Set out herein shall be the days and hours of work, crew complement, area the run covers, and any other pertinent information.

44.02 Each employee shall, in order of seniority, select his/her position for each week for a six (6) month period.

The same procedure shall be repeated at the end of each six (6) month period.

44.03 Only one (1) employee in each Department may change Departments at sign-up.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this 19<sup>TH</sup> day of MARCH, 2001.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LAREN GATESON

[Signature]

SECURICOR CASH SERVICES

TBAMSTARS LOCAL 213

[Signature]

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: SECURICOR CASH SERVICES**

#301, 4300 Wellington Road  
Nanaimo, B. C. V9T 2H3

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**

490 East Broadway  
Vancouver, B. C.

(hereinafter referred to as the "Union")

**ABM EMERGENCY RESPONSE - CHRISTMAS DAY**

It is agreed and understood that the Company will pay one hundred and fifty dollars (\$150.00) pager rate for Christmas Day only at the Nanaimo and Comox Locations.

The Company will post a request for two volunteers at each location who will be selected on a seniority basis. Should no employee volunteer the Company will assign the two (2) most junior qualified employees, including Declared Casuals to fulfill the requirements.

Employees will be paid eight (8) hours Statutory Holiday pay as well.

The Christmas shift will be from 8:00 A.M. until 11:00 P.M.

DATED AT NANAIMO, B. C. this 19<sup>TH</sup> day of MARCH, 2001.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Karen Galeson

[Signature]

SECURICOR CASH SERVICES

TEAMSTERS LOCAL #213

[Signature]

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**           **SECURICOR CASH SERVICES**  
#301, 4300 Wellington Road  
Nanaimo, B.C. V9T 2H3

(hereinafter called the "COMPANY")

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters

(hereinafter called the "UNION")

**Hours of Work - Red Circling Existing Employees re Night Work**

Any existing work that is transferred to night runs shall not see any employee's rate of pay reduced.

This policy shall not apply to employees who voluntarily sign for night runs on the regular posted sign-up.

This policy will not apply to any employee hired after the date of ratification.

This Letter of Understanding will expire at the end of this collective agreement (June 30<sup>th</sup>, 2003).

DATED AT NANAIMO, B.C., this 19<sup>TH</sup> day of MARCH, 2001

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

Karen Galeon

[Signature]

SECURICOR CASH SERVICES

TEAMSTERS LOCAL 213 #

[Signature]