

COLLECTIVE AGREEMENT

BETWEEN

**SECURICOR CASH SERVICES**  
(hereinafter referred to as, "The Employer")  
OF THE FIRST PART

AND

**THE WESTERN CANADA COUNCIL OF TEAMSTERS**  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
representing  
General Teamsters Local Union No. 362  
Chauffeurs, Teamsters & Helpers Local 395  
and  
General Teamsters, Local Union No. 979  
(hereinafter referred to as "The Union")  
OF THE SECOND PART

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PREAMBLE: The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote an harmonious relationship between the Employer and employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE NO. 1 - RECOGNITION

- 1.01 The Employer recognizes the Western Canada Council of Teamsters as the sole collective bargaining agent on behalf of **all employees of Securicor Cash Services in the provinces of Alberta, Saskatchewan and Manitoba, excluding office and sales staff, supervisors and those above.**
- 1.02 All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays, and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual members of the Union.
- 1.03 As a condition of employment, all employees shall become and remain members in good standing of the Union. All new employees shall immediately become and remain members in good standing of the Union, or be removed from the workplace until such time as they become members in good standing of the Union.
- 1.04 a) The Company and Union agree that supervisory staff shall be excluded from the bargaining unit and shall not perform any work which falls within the scope of this agreement, except in the event of unanticipated contingencies, in emergencies when no bargaining unit employees are available.

Notwithstanding Article No. 1.01, it is understood that all bargaining unit work in the control of the Employer will be performed by employees of the Company who are members of the Union.

- b) In Satellite branches, one Supervisor in each area may perform bargaining unit work to fill out the day, until such time as these branches can support a full-time Supervisor. Such Supervisor shall not displace a full-time position. This workload shall be reviewed annually and subject to the Grievance Procedure. The Company shall pay the amount equal to the monthly dues for each such Supervisor.

#### ARTICLE NO. 2 - DEFINITIONS

- 2.01 The following words or terms, when used in this agreement, shall mean the following:
- a) Employee is a Union member as described in 1.01 above.
- b) 1. Full-time employees are those employees who are regularly scheduled for, and guaranteed, forty (40) hours of work in five (5) or less consecutive days, or employees who are regularly scheduled for and guaranteed thirty-two (32) hours or more work per week. A part-time employee shall only be temporarily re-classified to full-time when a single absence that exceeds six (6) months, exclusive of vacation absence, exists.

2. Those full-time employees who are not guaranteed forty (40) hours of work per week shall have the right to draw hours of work from the part-time pool of hours, prior to assigning hours to part-time employees, provided said full-time employees have signed an availability sheet, and such draw will not put them in an overtime position, except that those employees who are working scheduled hours of less than eight (8) hours per day or forty (40) hours per week, shall be allowed to pick up extra straight-time shifts during the work week, if they so desire, based on their seniority. No more than fifty percent (50%) of the extra shift is to qualify as overtime. For example, if an employee has thirty-six (36) hour regular straight time scheduled work, that employee would be eligible for an extra eight (8) hour shift, by seniority, which would consist of four (4) hours at the straight time rate of pay and four (4) hours at the overtime rate of pay.
- c) Part-time employees are those employees who are not guaranteed hours of work per week as per 2.01 (b) (1) and (2) above.
  - d) Promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as rate of pay.
  - e) Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.
  - f) Gender - When the masculine gender is used, it shall also mean the feminine gender wherever applicable and vice versa.
  - g) Plural and Singular - When the plural is used it shall also mean the singular wherever applicable and vice versa.
  - h) New Classification - In the event that an employee performs work covered by the Certificate of Bargaining Authority and/or this agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall negotiate a classification and wage rate. Failing agreement by the parties, the matter shall be referred to an arbitrator as provided for in this agreement, who shall have the power to establish such classification and wage rate.
  - i) Work Week - a work week in all areas is defined as 1201 a.m. Monday through to 1200 midnight Sunday.
  - j) Job Descriptions - are intended to be a general description only, and do not limit jobs to those duties described.
    1. ABM employees will be those employees who access ABM machines. They will be responsible for service, replenishing and performing duties required to service an ABM machine. They shall have the responsibility for all night depository controlled by financial institutions.
    2. Armored Car employees shall perform the servicing of financial institutions with respect of all cash and securities and coin, as well as the collection of cash and coin from commercial accounts for delivery to the banks.
    3. Vault Custodian shall perform, in the vault, all those responsibilities required.

4. In Plant - all employees handling loose coin and/or cash, data processing and paperwork excluding those functions performed by vault personnel. Coin and cash is not handled past the parcelling stage.
  5. Lead/Custodian shall be responsible for crew, parcels, and all required equipment. Lead/Custodian shall not apply to ABM crews.
  6. Driver - shall drive the vehicle and assist the Lead/Custodian.
  7. Guard - shall perform the duty of guarding the crew and assisting the Lead/Custodian. The guard shall not drive the vehicle.
  8. Turret Guard shall guard and control the access and egress from the building.
- k) Qualifications shall be defined as legal and proper permits and certificates to perform the work.
- l) Technological changes means the introduction by the Employer into his work, undertaking or business of equipment, material, or operational system, of a different nature or kind than previously utilized by him in the manner in which the Employer carries on the work, undertaking or business.

### **ARTICLE NO. 3 - DEDUCTION OF UNION DUES**

- 3.01 The Employer shall deduct the Union Initiation Fee from all new employees during the month following the date of employment. Thereafter, the Employer shall deduct from all employees covered by this Collective Agreement, monthly Union dues and assessments or equivalent in the amount certified by the Union to the Employer. Such deductions shall be remitted within ten (10) days of the end of each month, and made payable to the appropriate Local Union, and sent to the Local Union Head Office, in care of the Secretary-Treasurer. Such monthly remittance shall be accompanied by a list of the employees from whom deductions were made, giving particulars of those employees on lay-off, sick leave, compensation, or who are no longer employed by the Employer.
- 3.02 The Company can only be held responsible for the actual deductions made for the Union, and the latter agrees to indemnify and save harmless the Company from any and all claims and disputes that could be made by an employee because of amounts deducted from his wage in conformity with the present agreement.

### **ARTICLE NO. 4 - PROBATIONARY PERIOD**

- 4.01 All new hires shall be considered probationary employees, until such time as they have completed sixty (60) days worked or to a maximum of one hundred and twenty (120) calendar days. There shall be no responsibility on the part of the Employer respecting employment if probationary employees, should they be laid off or discharged during the probationary period.
- 4.02 No employee shall be required to complete more than one probationary period.
- 4.03 Employees transferring from one Branch to another, shall carry their years of service for Vacation entitlement only, and shall not be required to serve a Probationary Period in the new Branch. The Company has the sole discretion to approve transfers from Branch to Branch.

### **ARTICLE NO. 5 - HOURS OF WORK**

- 5.01 Full-time employees shall be guaranteed a minimum of forty (40) hours of work, or the equivalent thereof in pay each week, in five (5) consecutive days or less. Full-time employees shall be entitled to such guarantee, provided they are available for work, and qualified to perform the work

on each of their scheduled days of work for the week.

No employee shall be required to work a split shift, except as mutually agreed between the Company and the Union.

- 5.02 a) Overtime, Holidays and special night work assignments shall be offered to the senior qualified employee, provided however in the event of an insufficient number of employees accepting such overtime assignments, the Employer reserves the right to assign the junior, qualified, employees, in the reverse order, to such an assignment. Employees who are interested in securing overtime work, may be required to sign an availability sheet. Employees who accept an overtime shift, when contacted by the Company, will be responsible to finish that shift.
- b) Notwithstanding 5.02(a), employees who have completed eight (8) hours of overtime or more in one week, shall not be required to work additional overtime in that week, beyond their normal work day, provided they have notified their Supervisor at the completion of their previous shift.
- c) No employee shall be required to work more than four (4) hours of overtime in conjunction with their regular shift. Notwithstanding the above, if the Company has exhausted all possibilities to fill a vacancy it may, after prior consultation with the Union, fill its requirement through reverse seniority.
- d) Banked Overtime - Each full-time employee shall have the option to bank overtime, up to a maximum of four (4) days of banked time. Banked time shall be paid out upon request of the employee. Time off shall be in compliance with Article No. 9.04(a), and shall not supercede the vacation schedule. Banked time shall be calculated at one and one half (1½) times for each overtime hour worked.
- 5.03 All out-of-town scheduled runs, consisting of eight (8) hours or more, shall have full-time employees performing the work.
- 5.04 Full-time employees who are required to perform work on their scheduled day off shall be guaranteed four (4) hours of work or the equivalent thereof in pay at time and one-half the regular hourly wage rate applicable to the classification to which they are assigned on such work.
- 5.05 a) A full-time or part-time employee who is called back to work after he has completed his normal daily assignment and has punched out, shall be guaranteed four (4) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one half (1½) times the regular hourly wage rate applicable to the classification to which he is assigned on such work.
- b) Employees, who do not have a guarantee, reporting for work shall be given a minimum of four (4) hours work and or pay.
- c) Employees who replace a full-time employee on a scheduled shift shall receive the full-time daily guarantee.
- 5.06 The hours shall be divided into one (1) minute units. Any portion of one (1) shall be paid for as one (1) minute. Any adjustment to an employee's time card will be communicated to that employee, prior to the change being made.
- 5.07 a) Employees shall not be required to report for work until eight (8) hours have elapsed from the time they have last been released from work. In the event the employee starts a shift before eight (8) hours have elapsed, they shall be paid the overtime rate until such eight (8) hour period is over.

- b) If an employee reports late for work, that employee will only be paid from the time he commences work.

5.08 Overtime shall be paid at one and one-half (1½) times the employee's regular rate of pay, and be applicable after an employee has worked forty (40) hours in any one (1) week, Monday to Sunday inclusive, or beyond eight (8) hours in any one (1) shift. Any hours worked after, any scheduled eight (8) hour shift, shall be paid at time and one half (1½) the employee's regular hourly rate of pay. There shall be no pyramiding of overtime.

The Employer reserves the right to initiate a compressed work week, consisting of four, ten (10) hour shifts. Overtime would be payable after ten (10) hours per day.

5.09 The forty (40) hour work week for full-time employees shall be reduced by eight (8) hours for each Statutory Holiday.

5.10 Bid Run Language

- a) Twice annually, in six (6) month periods, the Employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in weekly blocks. Each weekly block of runs or assignments which is posted, shall be described generally, showing the area served, the starting time and durations, the type of work involved, and the crew complements. The weekly blocks shall also designate which days in the week an employee shall normally be scheduled "off".

The schedule, so posted, shall remain posted for a period of two (2) weeks, to permit employees to study the schedule on which they will bid.

- b) Eligible full-time employees will be called in order of their department classification for each classification, and shall be given a time limit in which they may bid for the weekly block assignment of their choice. Full-time 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 selections by some appropriate means on a timely basis.

Employees who choose to bid in a Floater position shall have a consistent start time during any given week except where the Union and the Company have agreed otherwise.

- c) Once an employee has been assigned to a weekly block of runs, such employee will normally remain on such block until the next general bid. Except:

1. Full-time employees will be offered forty (40) hour schedules due to absenteeism.
2. Employees who demonstrate a personal reason for changing their bid shall be accommodated on compassionate grounds.
3. Start or finish time changes of one (1) hour or more to a bid shift, will allow the employee affected to bump a junior employee, or choose to stay on the changed route.

- d) Part-time Preferential Bids - upon request of the Union, 1 & 2 below shall be applied:

1. All preferential bids shall be for a three (3) month period, based on seniority, by date of hire.
2. The Company will post all available work, including vacation openings for full-time employees, for bidding purposes, thirty (30) days prior to commencement of



the schedule. Said schedule must be bid and posted by the fifteenth (15<sup>th</sup>) day of the month. Any work that becomes available after the schedule is posted shall become "pool" hours, and shall be assigned by seniority.

3. Part Time employees must submit an availability form by the fifteenth (15<sup>th</sup>) of each month, for the following month. Failure to submit an Availability Form by the fifteenth (15<sup>th</sup>) of the month shall result in "last" consideration when assigning hours.
  4. Any available hours, after the bids are satisfied, shall be awarded based on seniority and properly submitted Availability Forms.
  5. All employees are required to make themselves available for a minimum of four (4) shifts per month.
- e) A basic weekly schedule of work, showing the days of work, days off, starting times and standard run assignments for all employees will be posted each week on Thursday, the week prior to the work scheduled. Vacancies appearing in the assignments after the Thursday posting may be filled by available part-time employees.

Full-time employees bidding on vault positions must remain on their bid for a period of twelve (12) months.

#### **ARTICLE NO. 6 - LUNCH AND REST PERIODS**

- 6.01 Employees shall be allowed a minimum of one-half ( $\frac{1}{2}$ ) hour off, unpaid, to eat his meal on a shift which involves a meal period. Such meal period shall commence whenever possible no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. A mandatory lunch break shall be considered as time worked.
- 6.02 All employees shall be allowed to take a fifteen (15) minute rest period, with pay, during the first half of any shift and an additional fifteen (15) minute rest period, with pay upon completion of six (6) hours of work. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer. Employees will receive an additional fifteen (15) minute break after ten (10) hours. The third (3<sup>rd</sup>) break in a day shall only apply to overtime hours beyond two (2) hours and shall not apply to regular hours.

#### **ARTICLE NO. 7 - RELIEVING RATES OF PAY**

- 7.01 Any full-time employee assigned to work in a higher paying full-time classification, shall be paid for all hour worked in such classification, at the higher rate of pay. Any part-time employee assigned to a higher paying part-time classification shall be paid the higher rate of pay for all hour worked in the higher classification. It is also agreed that if an employee works more than half his shift in the higher paying classification, then he will be paid for the entire shift at the higher rate.
- 7.02 The Employer will pay a minimum of one dollar (\$1.00) per hour premium to any employee temporarily classified and working as a leadhand, on a shift-by-shift basis.

Lead Hand positions will be posted as per Article No. 12, and the Company will assign the senior, qualified, applicant. A Lead Hand shall not have the authority to discipline, hire or fire any employee. Their roll is only to direct the work force while performing work themselves.

#### **ARTICLE NO. 8 - STATUTORY HOLIDAYS**

- 8.01 The following days shall be designated as Statutory Holidays, for which employees covered by

this Agreement shall receive eight (8) hours' pay and it shall be considered as time worked.

New Year's Day	Family Day (AB)
Labour Day	Good Friday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Remembrance Day	

It is understood that Statutory Holiday pay for part-time employees shall be paid for on a pro-rated basis.

- 8.02 Eligible employees are those employees who have been employed in excess of thirty (30) calendar days.
- 8.03 a) All employees who work on any of the designated Statutory Holidays will be guaranteed a minimum of four (4) hours work, and be paid for the time worked, at the rate of one and one-half (1½) times the employee's basic straight time rate, in addition to the Statutory Holiday pay.
- b) All work performed on Christmas Day will be paid for at two (2) times the regular rate of pay for all hours worked, in addition to the Statutory Holiday pay.
- 8.04 If a recognized Holiday, as indicated above, occurs during the employee's vacation, the employee shall receive a day off with pay in lieu of the Holiday or a day's pay at the option of the employee. If the extra day off is selected, the Employer shall have the option to grant the day either before or after the start of the employee's designated vacation period or some other mutually agreed-to date.

8.05 When a Statutory Holiday falls on a regular day off of work, then whenever possible, the immediately previous or following regular working day shall be observed as the Holiday. When a Statutory Holiday falls on a regular working day, then another day off may be scheduled by mutual agreement between the Employer and the employee. It is understood that said day off shall be deemed to be the Statutory Holiday, and must be taken no later than four (4) weeks after the holiday, and may be used as a long weekend.

**ARTICLE NO. 9 - VACATIONS WITH PAY**

9.01 No later than December 1<sup>st</sup> of each year, the Employer shall post a vacation list or lists on the bulletin board and each employee shall, in order of seniority, apply for his vacation on such list at a time same is desired and such request must be completed by February 1<sup>st</sup> of each year.

9.02 It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising his entitlement for vacation selection. No employee will be by-passed without two (2) working days notice in writing from the Employer. Once established, the vacation schedule shall not be changed unless mutually agreed and open periods are available. The vacation schedule must be finalized by March 1<sup>st</sup>.

9.03 In the event an employee shall fail to select his vacation on or before February 1<sup>st</sup>, the employee will only be allowed to select vacation periods that have not already been booked. If an employee has not selected vacation by July 1<sup>st</sup>, the employer reserves the right to assign such employees vacation period, however, the Employer will give two days notice to the employee.

9.04 a) The Employer will not be required to permit more than ten percent (10%) of each seniority list, rounded up to the nearest number, of employees to be off on vacation at any one time so that the Employer can maintain continuous operating efficiency and quality of client service. There shall be no reduction in Armored work in Alberta - Calgary 4 route and 1 vault, Edmonton 3 route and 1 vault.

b) During the second week of December, up to and including the first week of January, there shall be no more than one armoured, one ABM and one inplant employee per week off on vacation.

9.05 Vacations taken during the period of the third complete week of June up to and including the first complete week of September will be limited to three (3) weeks for any employee during this period but may be taken in conjunction with the immediately preceding week(s) in June or the immediately following week(s) in September.

9.06 Service Requirements and Entitlement:

Years of Service	Vacation Entitlement	Hours of Pay	Percentage Rate
one (1)	two (2) weeks	80	4
one (1) Sask only	three (3) weeks	120	6
three (3)	three (3) weeks	120	6
eight (8)	four (4) weeks	160	8
fifteen (15)	five (5) weeks	200	10
twenty-one (21)	six (6) weeks	240	12

9.07 Full-time and part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving

their vacation, whichever is greater except:

- employees who have worked less than fifteen hundred (1500) hours in the previous calendar year shall be paid vacation pay at the percentage entitlement applied to their annual gross earnings for the previous calendar year. The only exception will be an employee who is on Workers' Compensation and has worked at least two (2) weeks in a year.

9.08 For the purpose of determining an anniversary year of employment for vacation purposes the following shall apply:

- b) All employees hired in the period from January 01 to June 30, shall be deemed to have commenced employment, for vacation purposes only, on December 31 of the calendar year prior to their initial calendar year of employment.
- c) All employees hired in the period from July 01 to December 31, and each year thereafter shall be deemed to have commenced employment, for vacation entitlement purposes only, on December 31 of their initial calendar year of employment.
- d) Part-time employees shall receive vacation and vacation pay in accordance with the minimum requirements of the Federal Labour Standards.
- e) All employees full-time seniority dates shall apply for any vacation entitlements over and above the minimum requirements of the Federal Labour Standards. Manitoba employees, hired on or before December 1, 2000, will be red circled for vacation entitlement based on their date of hire.

All Alberta and Saskatchewan employees hired prior to ratification of this agreement, shall have January 1, of the year in which they commenced employment with the Company, as a common anniversary date for determination of vacation entitlement only.

- f) From the date of ratification, for the purpose of calculating vacation entitlement over and above the Code, any year in which a part-time employee works in excess of fifteen hundred (1,500) hours, that year shall be counted toward service requirements. This clause shall be retroactive for full-time employees hired after January 1, 1990.

9.09 In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four (4) percent, six (6) percent, eight (8) percent, ten (10) percent or twelve (12) percent, as the case may be, of his pay earned for the anniversary year in which he ends his employment for which no vacation has been paid.

9.10 Upon request, two weeks prior to an employee going on vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation was calculated (i.e. on a percentage or weekly guarantee). A separate payroll will be made up for payment of vacation pay.

9.11 Vacations must be taken within the calendar year except that an employee wishing to defer his vacation period to the following year to accommodate a planned trip during the period January 1<sup>st</sup> to April 1<sup>st</sup> will be allowed to do so. Deferred vacations shall be limited to two (2) employees per year and said vacations shall take precedence in the vacation schedule.

9.12 Employees on vacation cannot work on their normal days off, adjacent to their vacation period.

## **ARTICLE NO. 10 - MANAGEMENT RIGHTS**

10.01 The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees, or

otherwise discipline employees for proper cause.

- 10.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 10.03 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.
- 10.04 The right to reduce overtime hours wherever and whenever possible.
- 10.05 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- 10.06 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.
- 10.07 Nothing herein contained shall be construed to prevent management, sales or office employees from performing bargaining unit work, in cases of emergency, unanticipated contingencies, and when no bargaining unit employees are available to perform such work.

#### **ARTICLE NO. 11 - SENIORITY**

11.01 The Employer shall accept the principle of seniority. Seniority shall be the determining factor for layoff and recall, promotion or demotion, work preference, daily call-in, provided the employee is available and qualified to perform the work, subject to the provisions herein.

11.02 Alberta Seniority

a) Alberta Seniority Lists, by branch, will be maintained by the Employer as follows:

- 1. Armored, ABM, Vault, Assistant Dispatch
- 2. In-Plant personnel, Turret operator
- 3. Part-time personnel
- 4. Satellite Branches / full-time / part-time

For the purpose of this transition, all employees will be dovetailed by date of continuous full-time seniority onto the new Seniority List, as per number one(1) above.

b) Employees may not be moved from one seniority list to another without the prior mutual consent of the employee and the Employer. If such consent is given, the employee shall take the seniority position at the bottom of the other seniority list.

- c) The Employer shall immediately, and every six (6) months thereafter, post seniority lists, with a copy to the Local Union, setting out the name, classification, and date of employment of all employees. Seniority for regular full-time employees shall be determined by the date on which such employee became a regular full-time employee. Part-time seniority shall be by date of hire.
1. For the purpose of promotions to full-time status, whenever there are not reduced full-time employees eligible for promotion, current part-time employees shall be considered for promotion in accordance with their seniority, provided they possess the qualifications.
  2. Seniority shall be used for the purpose of daily call-in. The employee must have the qualifications to perform the work.
  3. Demotion on each seniority list, due to reduced work requirements of the Employer, shall be made in reverse order of seniority.
  4. Demoted full-time employees may use their overall seniority to bump the junior full-time employee. Said demoted employee shall be placed at the bottom of the new Department Seniority List. Company seniority will not be lost when changing departments.
  5. Full-time employees shall have seniority over part-time employees. Full-time employees demoted to part-time status shall be placed on the top of the part-time seniority list.

#### 11.03 Manitoba Seniority

- a) Seniority for full-time employees in Manitoba shall be based on the most recent date on which such employee became full-time.
- b) The Employer shall provide to the Union every six (6) months thereafter, or on request, a seniority list setting out the name, classifications and seniority dates of all employees. Said seniority list shall also be posted on the bulletin. Seniority shall be terminal wide and the following three (3) seniority units shall be recognized as separate.

Winnipeg	<ol style="list-style-type: none"> <li>1. Armored, Vault, ABM</li> <li>2. Inplant</li> <li>3. Part time</li> </ol>
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Brandon	<ol style="list-style-type: none"> <li>1. Full-time</li> <li>2. Part-time</li> </ol>
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- b) Full time employees shall have seniority over part time employees:
- d) A part time employee shall:
1. Be carried on a part time seniority list and shall be called in to work according to their position on said list.
  2. Be given first opportunity to qualify as full time employees as openings become available and will then be placed at the bottom of the applicable enroute or in plant seniority list.
  3. Employees who work twenty (20) hours per week when the work is available, and make themselves available for work on two (2) weekends per month, shall be considered dedicated and shall be carried on the Part-time list ahead of those

who are non-dedicated.

#### 11.04 Saskatchewan Seniority

- a) Five seniority lists will be maintained by the Employer:
  - 1. Enroute - ABM, Armored, Vault
  - 2. Inplant
  - 3. Part-time Enroute - ABM, Armored, Vault
  - 4. Part-time Inplant
  - 5. Satellite Branches
- b) Seniority for full-time employees shall be based on the most recent date on which such employee became full-time. Every six (6) months, or on request, the Employer shall post, and provide to the Union, a seniority list, setting out the names, classifications and seniority dates of all employees.
- c) Full-time employees shall have seniority over part-time employees.
- d)
  - 1. Part-time employees shall be called in to work according to their position on the appropriate seniority list.
  - 2. In the event a full-time position becomes available, consideration will be first given to the senior, available, qualified person who has no outside employment.
  - 1. Employees who work twenty (20) hours per week when the work is available, and make themselves available for work on two (2) weekends per month, shall be considered dedicated and shall be carried on the Part-time list ahead of those who are non-dedicated

11.05 Promotions to higher classifications shall be made in accordance with list seniority, subject to the job posting procedure. The applicant must possess the proper certificates and/or permits for any new position. The Employer shall provide the successful applicant the opportunity to train for this new position.

11.06 The necessary training required by an employee to perform the normal functions of the job shall be first determined by the Employer in a just and fair manner.

11.07 Demotion to a lower classification, due to reduced work requirements of the Employer, shall be made in reverse order of seniority.

11.08 a) Any employee who has moved to a different classification within or outside the Bargaining Unit and after a reasonable training and/or trial period, not to exceed ninety (90) calendar days, is found to be unsatisfactory for the new position, shall be restored to his former position and shall retain his 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. The employee shall have the option to return to his former position during the ninety (90) day trial period.

- b) It is the intent of this Article to cover employees who move latterly between classification, or for those employees that have been promoted to full-time. For example, it would apply to employees moving between full-time departments i.e. In-route to Inplant or Inplant to In-route. It would not apply to any employee who "self-demotes", and then wishes to return to full-time status. Further, any employee who is promoted to full-time, and then wishes to return to part-time status after the ninety (90) day period, will for bidding

purposes, go to the bottom of the part-time seniority list.

- 11.09 The lay off and recall of employees will be based on seniority on each of the seniority lists; that is, the last hired will be the first laid off, and the last laid off will be the first recalled. Any employees laid off or reduced to part-time shall be notified in writing, with a copy to the Union office.
- 11.10 An employee shall lose seniority and his employment shall be terminated if:
- a) he is discharged for just and sufficient cause and not reinstated through the grievance and arbitration procedure of this Agreement;
  - b) he voluntarily leaves the employ of the Employer;
  - c) he fails to report to work after a lay off, within ten (10) calendar days after being notified by registered mail;
  - d) he is absent from work for three (3) days without notifying the Employer, unless for a bonafide reason;
  - e) he is promoted and remains outside of the Bargaining Unit for ninety (90) days or longer;
  - f) he has been on lay off for a period of twelve (12) months.
- 11.11 Every employee shall have thirty (30) days from the posted date when their name first appeared on the Seniority List to dispute their seniority.

#### **ARTICLE NO. 12 - JOB POSTING, SHIFT TRADES and EMPLOYEE RIGHTS**

- 12.01 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 a job shall then apply in writing within seven (7) working days of such posting. The filling of such vacancy shall be in accord with the terms and conditions listed above.
- 12.02 Full time employees wishing to trade shift with another co-worker in order to accommodate personal issues, shall do so by assuming the responsibility of ensuring that the shift(s) in question are covered.
- All shift trades must be presented in writing to management for approval, a minimum of two weeks prior to the actual shift in question.
- 12.03 Subject to Article No. 10.00 of the Collective Agreement, the Company and the Union agree that run audits will be conducted at least once every six (6) months, or on request if there has been a significant change in work volumes.

The Audit Committee shall include the Branch Manager and/or his designate, applicable Supervisor, one (1) Union Steward and/or a Union representative, and one (1) employee per department as needed.

The purpose of the Route Audit Committee shall be to review the present route work, so as to determine the number of forty (40) and thirty-two (32) hour blocks of work available. To achieve this, the Committee shall consider the possibility of consolidation of part-time routes or parts thereof.

When it can be demonstrated that additional forty (40) or thirty-two (32) hour blocks of work are available, exclusive of Seasonal Work, then an additional block of work shall be created, and



offered to part-time employees for re-classification to full-time.

In the event there is a disagreement in the findings of the Audit Committee, the dispute may be submitted to the Grievance Procedure.

#### **ARTICLE NO. 13 - OPERATING POLICIES AND PROCEDURES**

- 13.01 The Employer shall provide the Union office and each employee with an Employee Rule Book so the employees may become familiar with same. Employees will abide by all operating policies and procedures contained in the booklet and all rules as amended through posting by management from time to time. The Union will be advised in writing of any amendments to said rules.
- 13.02 The Employer agrees that the operating policies, procedures and rules contained in the employee Rule Book will be exercised in a manner consistent with the provisions of this Agreement.

#### **ARTICLE NO. 14 - PAY DAY PROVISIONS**

- 14.01 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 to a bank account of the employee's choice.
- 14.02 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, the rate of wages applicable and all deductions made from the gross amount of wages.
- 14.03 When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is for an amount of one hundred dollars (\$100.00) or more, the employee will receive payment within the next three (3) working days.

#### **ARTICLE NO. 15 - STRIKES AND LOCKOUTS**

- 15.01 During the life of this Agreement, there shall be no lockout by the Company or any strike, sit-down, slow-down or work stoppage or suspension of work either complete or partial for any reason by the Union.
- 15.02 It shall not be a violation of the Agreement or cause for any disciplinary action or discharge of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Local Union.
- 15.03 If a dispute arises as the result of the employees of the Employer handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of the Teamsters, and the union so decides not to carry out the required work, management reserves the right to carry out the work and will so notify the union.

#### **ARTICLE NO. 16 - SHOP STEWARDS**

- 16.01 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 Stewards shall not let their duties unduly interfere with their regular work assignments.
- 16.02 The Union shall advise the Company, in writing, of the names of the Shop 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 this Agreement.

- 16.03 Shop Stewards shall be permitted to take up grievances during work hours, without loss of pay. The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the collective agreement being implemented and for the purpose of presenting complaints and/or grievances to the Manager.
- 16.04 The Business Agent of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed upon time, upon notification by the Business Agent. The Employer agrees to make available Shop Stewards, to a maximum of two per Province, to the Union, upon request, for the purpose of negotiating the Collective Agreement. The Union shall compensate Shop Stewards for all time spent attending negotiation meetings.
- 16.05 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.
- 16.06 Alternative Stewards - The Company agrees to recognize any employees, selected by the Union 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.
- 16.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge, and the Steward shall have the right to representation from his Chief Steward or Union Business Agent.

#### **ARTICLE NO. 17 - LEAVES OF ABSENCE**

- 17.01 During an authorized leave of absence, an employee shall maintain and accumulate seniority. Leave of absence in excess of 30 calendar days will not be granted until a request for same is submitted in writing to both the union and the employer and mutually agreed upon. Leave of absence for compassionate reasons shall not be unreasonably withheld.

If the leave of absence is to extend a vacation, then it must be in accordance with the vacation schedule.

In any instance where an employee accepts other employment without the consent of the Employer, while on leave of absence, his employment shall be terminated subject to proper proof of the same.

17.02 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 the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid by the Employer. Such absence will not exceed two (2) calendar years except by mutual consent of the parties.

17.03 Medical Leave - When an employee suffers any injury or illness which requires his absence, he shall report the fact to the Employer (as soon as possible and preferably with a minimum of three (3) hours' notice in advance of his actual starting time) so adequate replacement may be made if necessary. Employees must keep the Employer notified of their correct address and telephone number at all times.

In the event an employee shall be injured on the job and unable to continue to work, he shall be paid for his scheduled hours of work that day.

It is required that an employee on sick leave advises the Employer as to his availability to return to work with as much advance notice as possible for scheduling purposes with a minimum of twenty-four (24) hours' notice in advance of his availability.

17.04 Funeral Leave - Any employee who shall suffer death in his immediate family (that is: parents, spouse's parents, spouse, grandparents, spouse's grandparents, children, brother or sister, brother-in-law or sister-in-law or grandchildren) while actively working shall be granted an appropriate leave of absence. Full time employees shall be paid eight (8) hours for each day of said leave, to a maximum of three (3) days. Part-time shall be paid for lost wages on said days absent. For the purposes of this provision, the term "immediate family" shall be deemed to include "step-family". Employees who are required to travel six hundred (600) kilometres or more round trip, to attend the funeral shall receive an addition one day's pay for such travel.

17.05 Jury Duty - In the event an employee is required to attend jury selection, serve on a jury or attend as a crown witness, they shall be paid the difference between the jury fees earned and their scheduled hourly wage, provided the employee shall make themselves available for work for the employer on those days and at the time when they are not required to serve on the jury. Part-time employees shall be entitled to pay for jury service under the same conditions; provided, their pay shall be based on earnings lost. The hours paid for, as above provided, shall be considered as hours worked.

17.06 Maternity/Paternity Leave - An employee shall be granted a maternity/paternity leave of absence by the Employer in accordance with the Canada Labour Code. Full-time and part-time employees shall be paid one (1) day's Paternity leave on the birth or adoption of a child.

17.07 Medical Examinations - 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.

- a) If an employee takes a medical examination, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. Such time shall be paid for at the straight time rate of pay.
- b) In addition to the above procedure an Employer required medical examinations, the Employer 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, insurance or other appropriate agency to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid, 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 examination.

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

- a) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- b) Where there is no agreement between the Employer appointed physician and the employee appointed physician on the condition of the employee, the two physicians will agree on a professional doctor from the Medical School of Surgeons to arbitrate the case. The medical arbitrator's decision will be final and binding.
- c) Should the Professional Doctor deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- d) The remuneration of the doctor shall be borne equally between the Employer and the Union.
- e) The Employer will make every effort possible to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be reclassified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:
  1. be placed on lay off (medical leave of absence without pay); or
  2. qualify for participation in any of the employees benefit programs to which he is entitled to as a participating member by arranging to pay all applicable premiums; or
  3. qualify for Workers' Compensation if his incapacity resulted from an on-the-job illness or injury.

17.09 Compensation Coverage -

- a) When an employee is injured at work or goes on compensation, he shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his previous job and rate of pay or work and rate of a position suitable to his ability to perform.

- b) If 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, and/or pay.
- c) In the event of a disability 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 scheduled hours for the day of injury.

#### **ARTICLE NO. 18 - TECHNOLOGICAL CHANGE**

- 18.01 The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change through training.
- 18.02 The Parties to this Agreement recognize that the technological changes that result in increased efficiency and productivity must be encouraged and further that the Parties have a direct responsibility to reduce to a minimum the adverse effects to any employee that may result from such changes.
- 18.03 In the event the Employer proposes a technological change in its operation requiring training, the Employer agrees to give first opportunity to employees then on the payroll by seniority, in the classification, to train to perform the work.
- 18.04 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 changes. The matter shall immediately become a topic of discussion between the Company and the Union particularly with regard to:
  - a) The effect such changes will have on the number of employees within the branch.
  - b) The effect on working conditions.
  - c) Any changes in job classifications.
- 18.05 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 for each year of service with the Employer, to a maximum of five (5) years or the Canada Labour Code whichever is greater, at the rate of pay the employee was receiving on the date of termination.

#### **ARTICLE NO. 19 - SANITARY FACILITIES**

- 19.01 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.
- 19.02 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- 19.03 The garage and office shall be adequately heated and ventilated.

#### **ARTICLE NO. 20 - SAFETY AND HEALTH**

- 20.01 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.
- 20.02 The Employer will provide a tool kit for each over the road vehicle.

- 20.03 The Company will reimburse each employee one hundred and twenty dollars (\$120.00) upon receipt of the purchase of Safety Boots, every 24 months. Boots must be hard toe, black leather.

#### **ARTICLE NO. 21 - BULLETIN BOARDS AND DECALS**

- 21.01 The Employer will provide two Bulletin Boards at its terminal on which to post changes in Company rules and regulations and on which the union may post notices to its members. All union notices are to be dated and signed by an official of the union. All union notices are to appear on the designated union board only.
- 21.02 It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label is to be of a size not in excess of three inches by four inches (3" x 4"). Said label is not to be attached to any glass area.

#### **ARTICLE NO. 22 - TRUCK MAINTENANCE**

- 22.01 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.
- 22.02 In the event an employee determines that a vehicle is in unsafe operating condition, he shall request that a Supervisor confirm this. If the Supervisor concurs, he shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected.
- 22.03 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 in accordance with the laws of the Province.
- 22.04 All units shall have adequate heaters, air conditioning, windshield wipers, weather stripping, and defrosters.
- 22.05 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 truck for gas, water and oil and to see that it is in proper operating condition, not in driving the vehicle to the proper place of maintenance and parking. This shall not apply to changing of flat tires or making minor emergency repairs when away from the plant. Each employee shall be required to maintain the cleanliness of their respective working compartments.
- 22.06 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 (1) copy to be retained by the employee.

- 22.07 A three part truck maintenance log book will be provided in each unit. One copy will be handed in to the company, one copy retained by the driver, and the original will remain with the unit. Repairs, when made, will be noted in the log book.

#### **ARTICLE NO. 23 - TRAFFIC TICKETS**

- 23.01 No driver shall be required to violate traffic laws. 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 such citation. 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.
- 23.02 Moving violations shall be the sole responsibility of the driver; e.g. speeding, failure to stop at the traffic stop signals, improper traffic driving and reckless driving.
- 23.03 The Employer has the right to request a Drivers Abstract, however, if requested, the Employer must pay for the abstract.

#### **ARTICLE NO. 24 - TOOLS**

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

#### **ARTICLE NO. 25 - TRAINING AND MEETING ATTENDANCE**

- 25.01 The Employer shall be responsible for providing sufficient training in the areas of vehicle operations, Company operational procedures, firearm training (including proficient use of weapons), and safety procedures in the performance of work away from the Branch (i.e. guarding, custodian, driving etc.)
- 25.02 Participation by employees is compulsory and participating employees will be paid at the applicable hourly rate of pay in the Collective Agreement.
- 25.03 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered as time worked and shall be paid in accordance with the Collective Agreement.
- 25.04 The Employer upon prior approval will reimburse those employees who have taken an approved CPR, First Aid Course, etc., and provide proof of successful completion of same.
- 25.05 Any certificates or permits required by either the government or the Employer to carry out an employee's duties for the Employer, shall be considered a condition of employment. This shall not include the cost of the drivers licence renewal. The cost of obtaining and renewing said permits or certificates will be paid by the Employer, in addition to the cost of any course or course material in this regard.

The Employer will pay the applicable hourly rate of pay as described in the collective agreement, for all time spent and travel costs incurred in obtaining and/or renewing said permits and/or certificates.

Employees will be reimbursed for mileage at a rate of thirty-four cents (\$0.34) per kilometer, and if an employee is required to travel in excess of sixty (60) kilometers from his/her home branch, the employee will be paid for his/her travel time at straight time regular rates.

The Employer shall provide sufficient in-house training prior to the employee taking any tests or qualification. 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.

New hires will bear the initial cost of permits

- 25.06 The Employer shall pay the employee for firearms training, with a qualified instructor, at the employee's applicable hourly rate of pay. Voluntary practice will be paid to a maximum of six (6) hours per year at their basic straight time hourly rate of pay, for actual time spent practicing. The Employer shall provide a maximum of five hundred (500) rounds of ammunition per year for those employees who practice. Should an employee fail to qualify, management and the Union will meet as soon as possible to discuss the reasons for failure, and decide whether remedial training is in order.

#### **ARTICLE NO. 26 - HEALTH and WELFARE AND PENSION**

- 26.01 The Employer agrees to provide a Health and Welfare Plan as outlined in Appendix "C"

The Employer shall continue to provide the current comprehensive Health and Welfare Plan. All regular full-time employees must be enrolled as a condition of employment.

- 26.02 Employees hired after January 1, 1987 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 to two (2) consecutive calendar years.

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

All regular full-time employees at December 31, 1986 will be deemed members of the Company Pension Plan.

Effective June 1, 2005 employees shall be enrolled into the Prairie Teamsters Pension Plan as per Appendix "B"

#### **ARTICLE NO. 27 - SICK LEAVE PLAN**

- 27.01 Full-time employees who shall be unable to work due to non-service connected sickness or injury shall be granted sick leave of six (6) days of eight (8) hours per day to a maximum of forty-eight (48) hours during the period of December 1 through November 30.

It is understood that sick leave is non-accumulative, and that if not used during the period of December through November, it shall be paid out in December of each year, to a maximum of forty-eight (48) hours, at which time a further forty-eight (48) hours will be credited to each employee's account for the following year. Employees must be employed on December 1<sup>st</sup> to be paid out.

Reasonable proof of illness, which shall include a Doctors' certificate, may be required after the fourth (4<sup>th</sup>) consecutive sick day. The employee will not be paid unless the said Doctors' certificate is produced upon returning to work. If the Company requires a Doctors' certificate, the Company will pay for the certificate.



## **ARTICLE NO. 28 - EQUAL OPPORTUNITY**

28.01 The Employer and the Union agree that no person will be refused employment or in any manner be discriminated against, in accordance with the applicable Federal Human Rights Legislation.

## **ARTICLE NO. 29 - UNIFORMS**

29.01 The Employer will provide the following to all full-time and part-time employees, on hiring and as require thereafter:

- One (1) tie
- Five (5) perma press shirts
- One (1) summer jacket (rainproof)
- Three (3) pairs of trousers
- One (1) winter jacket (drivers as required)
- Two pairs of coveralls or smocks (inplant workers, if requested)
- One (1) baseball cap
- One (1) sweater
- One (1) holster and belt

Employees shall be responsible for cleaning of all washable uniform parts.

- 29.02 a) The Employer shall provide each out-of-plant employee a bullet resistant vest. At the employee's choice, said vest shall be the type to be worn either under or over the employee's uniform. This vest shall be replaced every five (5) years, or as warranty reflects. The vest shall be a Level III A with trauma plates.
- It will be mandatory for employees to wear such vest.
- b) Any employee who terminates their employment, shall be required to return the bullet-resistant vest.
- c) It is understood the above shall apply to the renewal, or the purchase of a new vest only. Employees who own, or who are purchasing a vest as previously agreed, shall not be affected by this clause until such time as the vest requires replacement.

Employees may choose to purchase a vest of a higher grade, however the cost of the upgraded vest will be borne one hundred percent (100%) by the employee. Exterior carriers must be Company-approved.

29.03 Duty ammunition is to be replaced as required.

## **ARTICLE NO. 30 - OVERNIGHT STAY / MEAL ALLOWANCE**

30.01 Employees required to stay overnight, at a location outside of their base Branch, shall be provided with clean, comfortable lodging, single accommodation, and shall be paid, in advance, thirty-six dollars (\$36.00) meal money for each layover.

Layover allowance shall be increased by one dollar (1.00) each anniversary of the collective agreement.

30.02 The current practice of meal allowance in Alberta, of paying meal allowance on one (1) day highway runs, is to be red circled at the current allowance.

## **ARTICLE NO. 31 - GRIEVANCE PROCEDURE AND ARBITRATION**

31.01 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 within the terms and conditions as set forth in this Agreement.

**STEP 1** - Any grievance of an employee shall first be taken up between such employee and the Supervisor within fifteen (15) calendar days of such occurrence.

Employees will be entitled to representation by a Shop Steward if requested.

**STEP 2** - Failing settlement under Step 1, a grievance shall be taken up between the representative of the Local Union and the Supervisor.

**STEP 3** - Failing settlement under Step 2, such grievance and any question dispute or controversy that is not of a kind that is subject to Steps 1 and 2, shall be taken up between the bargaining representative of the Union and a Company representative. (Such grievance shall be in writing and signed by the employee).

**STEP 4** - Failing settlement under Step 3, the matter will be taken up by the Board consisting of two (2) members selected by the Union and two (2) members selected by the Employer, which Board may resolve the grievance by Agreement and their decision shall be final and binding.

**GRIEVANCE PANEL** - Whereas the Company and the Union have agreed to a grievance procedure as provided in Article No. 13 of the Collective Agreement, and

Whereas the Company and the Union wish to institute an additional procedure for the resolution of grievances

Therefore, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to a Grievance Panel established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Grievance Panel within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

2. The Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.
3. The Grievance Panel shall meet to hear and determine the grievance, and render a decision after hearing the matter brought before it.
4. The majority decision of the Grievance Panel on the disposition of a grievance shall be final and binding upon the parties, and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Grievance Panel shall not be used as precedents
5. If the Grievance Panel is unable to reach a majority decision as outlined in Schedule 1 (copy attached) pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 or an outside Board of Arbitration, by informing the other party in writing within fourteen (14) days after the Grievance Panel advises the parties that it is unable to reach a majority decision.

**STEP 5** - Failing settlement under Step 4, the matter will be referred to an agreed upon neutral arbitrator whose decision will be final and binding.

Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator. The arbitrator, so selected or appointed, shall have the authority to adjust and settle the controversy submitted to him, but he shall be confined to the subject submitted for decision and may in no event, as part of any decision rendered thereon, impose upon either party any obligation which has not been agreed upon by the parties under the Terms of this Agreement or which may affect the reformation of this Agreement or any provisions thereof. The decision of the arbitrator shall be made in writing and shall be final, conclusive and binding on the parties to this Agreement.

The cost of the arbitrator shall be borne equally by the Employer and the Union.

## **ARTICLE NO. 32 - DISCIPLINE**

- 32.01 Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Employer schedules a meeting with the employee in this regard, the Employer shall ensure that a Shop Steward or alternate is present at such meeting.
- 32.02 Verbal, written or disciplinary letters shall not be used for the purpose of compounding discipline after one (1) year. If a re-occurrence of the same or similar infraction exists within said year, progressive discipline may apply.
- 32.03 Where the Union requires an explanation of reasons for discipline, hours of work, seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union.
- 32.04 Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved during normal office hours.
- 32.05 Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention at the time the incident occurred, but no later than ten (10) days from each occurrence, or from the day of discovery of the violation.

32.06 In the event the Employer requests any Bargaining Unit employee to undergo a Polygraph Examination (lie detector) or similar mechanical or physical test for any reason, the Employer shall first notify the Union Officer affected to arrange a meeting with the employee, Union Representative, and the Employer, to discuss the test. The Employer shall clearly state that the examination is voluntary, and that there shall be no adverse consequence should the employee decline the requested Polygraph Examination. The employee shall be entitled to Union representation prior to and after the test, as well, the Union Representative shall be allowed to accompany the said employee to the location of the examination, however the Union Representative may not participate in the actual examination. Employees covered by this Agreement, who voluntarily agree to participate in a Polygraph Examination, shall be provided with a list of questions to be asked during the polygraph, prior to the actual Polygraph Examination.

32.07 Anonymous calls to the Company shall not be grounds for discipline, warning letters, etc. Nothing will be retained in an employee's personnel file in this regard.

### **ARTICLE NO. 33 - UNION / INDUSTRY ADVANCEMENT FUND**

The Teamsters Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters.

Effective January 1, 2001, the Employer shall make contributions of five cents (5¢) per hour for which wages are payable hereunder, for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the appropriate Teamsters Local Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

This payment will be independent and separate from any other payment made to the appropriate Locals.

### **ARTICLE NO. 34 - TERMINAL CLOSURES**

34.01 In the event of a Branch closure, partial closure or layoff consistent with Article No. 11.10(f), employee(s) shall be paid severance pay on the basis of the equivalent of two (2) weeks pay at the employee's straight time rate of pay, for each year, or part thereof, of service without consideration of employee's age.

### **ARTICLE NO. 35 - EXPIRATION AND RENEWAL**

34.01 This Agreement shall be effective from January 13, 2005, and shall remain in effect until May 31, 2007 and thereafter from year to year, but either party may, within four (4) months of the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

34.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT

COLLECTIVE AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

**FOR THE UNION**  
Western Canada Council of Teamsters

\_\_\_\_\_  
Hugh Secord

\_\_\_\_\_  
Local 362 Calgary, AB  
Lance Wallace Business Agent

\_\_\_\_\_  
Rob Murray

\_\_\_\_\_  
Local 362, Edmonton, AB  
Shane Pearce, Business Agent

\_\_\_\_\_

\_\_\_\_\_  
Local 395, Regina, SK  
Randy Powers, President

\_\_\_\_\_  
Local 395, Saskatoon, SK

Vic Klassen, Secretary-Treasurer

\_\_\_\_\_  
Local 979, Winnipeg

Rick Ashdown, Secretary-Treasurer

## APPENDIX "A"

### Wage Rates

1. Increases based on actual negotiated increases contained within the Securicor / Teamsters Local 419 Collective Agreement (not percentage)
2. All full-time employees hired after ratification will be paid one dollar (\$1.00) less per hour for the first twelve (12) months of full-time employment.
3. The Company agrees that all future increases shall be allocated into the Collective Agreement as per Union direction. Said disbursement of funds shall not increase or decrease the total monetary package.

<b>CALGARY</b>	<b>JUNE 1/04</b>	<b>JUNE 1/05</b>	<b>JUNE 1/06</b>
<b>Day Custodian / Vault</b>	17.79	18.16	18.94
<b>Driver</b>	17.03	17.47	17.94
<b>Guard</b>	16.70	17.30	17.94
<b>ABM/Nights</b>	16.41	17.16	17.94
<b>Inplant / P/T / Probationary</b>	12.60	13.10	13.60
<b>Out-plant / P/T / Probationary</b>	13.60	14.08	14.57

<b>EDMONTON</b>	<b>JUNE 1/04</b>	<b>JUNE 1/05</b>	<b>JUNE 1/06</b>
<b>Day Custodian / Vault</b>	17.54	17.91	18.94
<b>Driver</b>	16.56	17.05	17.94
<b>Guard</b>	16.06	16.79	17.94
<b>AMB / Nights</b>	15.89	16.80	17.94
<b>Inplant / P/T / Probationary</b>	12.60	13.10	13.60
<b>Out-Plant / P/T / Probationary</b>	13.60	14.08	14.57

<b>MANITOBA</b>	<b>JUNE 1/04</b>	<b>JUNE 1/05</b>	<b>JUNE 1/06</b>
<b>Day Custodian / Vault</b>	16.78	17.14	17.95
<b>Driver</b>	16.29	16.42	16.95
<b>Guard</b>	15.26	16.14	16.95
<b>ABM / Nights</b>	15.24	16.14	16.95
<b>Inplant / P/T / Probationary</b>	12.70	13.20	13.50
<b>Out-plant / P/T / Probationary</b>	12.80	13.25	13.71

<b>SASKATCHEWAN</b>	<b>JUNE 1/04</b>	<b>JUNE 1/05</b>	<b>JUNE 1/06</b>
<b>Day Custodian / Vault</b>	15.85	16.60	17.76
<b>Driver</b>	15.40	16.20	16.76
<b>Guard</b>	15.14	16.18	16.76
<b>ABM / Nights</b>	15.14	16.18	16.76
<b>Inplant / P/T / Probationary</b>	12.70	13.20	13.50
<b>Out-plant / P/T / Probationary</b>	12.62	13.06	13.51

Pager Rates -

- a) Pager rate shall be utilized in all branches except Calgary and Edmonton. A call shall be defined as a maximum sixty (60) minutes or any portion thereof.

Example:           1 call of 59 minutes or less = 1 call.  
                          1 call of 60 minutes or more = 2 calls

- b) A shift is defined as an eight (8) hour block of work for the purpose of Pager Rate per shift.
- c) Medicine Hat, Lethbridge, Red Deer, and Lloydminster Alberta pager rate - twenty-six dollars (\$26.00) per shift which includes the first call, then sixteen dollars (\$16.00) for each subsequent call.
- d) Saskatchewan and Manitoba pager rate - fourteen dollars (\$14.00) per shift and sixteen dollars (\$16.00) per call and for each subsequent call.
- e) Increases in the year 2007 and the years following, shall be a percentage of the Toronto ON custodian rate.

## Night Premium

- a) Date of Ratification - for all shifts commencing between the hours of 17:59 and 01:59, a shift differential over and above the job classification will be paid to all shifts at the rate of fifty cents (\$0.50) per hour.
- b) June 1, 2005 - for all shifts commencing between the hours of 17:59 and 01:59, a shift differential over and above the job classification will be paid to all shifts at the rate of seventy-five cents (\$0.75) per hour.
- c) June 1, 2006 - for all shifts commencing between the hours of 17:59 and 01:59, a shift differential over and above the job classification will be paid to all shifts at the rate of one dollar (\$1.00) per hour.
- d) Shift Differential shall not be used to calculate overtime or vacation pay.
- e) All shift differential being paid prior to date of ratification shall continue to be paid, as current practice, until the shift differential as outlined in a) through c) above equals or exceeds the practice. At such time the above shall apply.



## APPENDIX "B"

### Prairie Teamsters Pension Plan

#### Section 1

Effective June 1, 2005 the Company agrees to convert to the Prairie Teamsters Pension Plan, provided the Company is not held responsible for funding beyond the contribution levels stipulated below. Applies to full-time employees who have attained two years of service for regular hours worked or paid at straight time:

- a) Effective June 1, 2005 - The Company will contribute ninety cents (\$0.90) per hour for each straight time hour for which wages are payable, as of the first of the month of employment, to the Prairie Teamsters Pension Plan.
- b) Effective June 1, 2006 - The Company will contribute one dollar and twenty cents (\$1.20) per hour for each straight time hour for which wages are payable as of the first of the month of employment, to the Prairie Teamsters Pension Plan.

#### Section 2

Contributions and remittances referred to in a) and b) above shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following that month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.

#### Section 3

Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:

- a) the Union will advise the Company, in writing, of any delinquency
- b) if the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
- c) in the case of failure of the Company to contribute into the funds on the due date, the Trustees, in their joint names, may take legal action against the Company for the recovery of the amount due.

## APPENDIX "C"

### **Alberta Health & Welfare Plans**

These are excerpts from the Securicor / Great-West Life Group Benefit Plan, and are to be used as guidelines only. Please refer to Group Policy No. 154748 and Plan Document No. 51903 issued by Great-West Life and Group Policy Nos. OKE 10 23 98 and SGC 10 23 98 issued to the Employer by ACE INA Insurance as the governing documents.

### **Supplementary Health Expense**

Deductible Amount - \$25.00 per individual per calendar year  
- \$50.00 per family per calendar year

#### Expenses subject to the deductible amount

- all eligible expenses excluding Preferred Accommodation in a Canadian hospital, and Vision Care.

Benefit Percentage - 100% for Vision Care and Preferred Accommodation in a Canadian hospital, and Vision Care  
- 80% for all other eligible expenses  
- 50% for psycho-analyst charges

#### Lifetime Maximum Benefit

- \$100,000.00 for out-of-Province and out-of-Canada expenses combined.  
- unlimited for all other expenses

#### List of Eligible Expenses

Drugs - Maritime Life Plan 84

Ambulance - Local ambulance - unlimited  
- Emergency transportation by air subject to a maximum benefit equal to economy airfare for the insured, and if medically required, a medical attendant

Preferred Hospital - semi-private accommodation

Convalescent Care Facility - limited to semi-private accommodation for one hundred and twenty (120) days

Outside Canada - semi-private accommodation in hospital. Outside Canada expenses are subject to a lifetime maximum benefit of \$100,000.00

Private Duty Nursing - limited to an overall maximum benefit of \$10,000.00 in any three calendar years.

Orthopaedic Shoes - limited to a maximum benefit of \$250.00 in any calendar year.

Orthotics - including arch supports and molds, are limited to a maximum benefit of \$200.00 in any two calendar years (in any calendar year for dependent children under age 18)

Chiropractor - limited to a maximum benefit of \$300.00 per calendar year

Christian Science Practitioner

	- limited to a maximum benefit of \$300.00 per calendar year
Naturopath	- limited to a maximum benefit of \$300.00 per calendar year
Masseur	- limited to a maximum benefit of \$300.00 per calendar year
Speech Therapist	- limited to a maximum benefit of \$300.00 per calendar year
Osteopath	- limited to a maximum benefit of \$300.00 per calendar year
Physiotherapist	- unlimited
Psychologist	- limited to a maximum benefit of \$300.00 per calendar year
Podiatrist	- limited to a maximum benefit of \$300.00 per calendar year, X-rays are covered subject to the overall paramedical maximum
Vision Care	- eyeglasses or contact lenses limited to a maximum benefit of \$125.00 per person in any period of twenty-four (24) consecutive months.  - contact lenses required following cataract surgery limited to one pair per individual per lifetime
Lab Tests & X-rays	- laboratory tests and x-rays not covered by any Provincial Government Plan, subject to a maximum benefit of \$500.00 per calendar year per individual.
Accidental Dental	- necessary dental treatment required as a result of an accidental injury/ Dental treatment must be completed within twelve (12) months of the accident.
Durable Medical	- rental (or purchase at the option of the Insurer) of a wheelchair, hospital bed, or oxygen equipment
Medical Aids and Prosthesis	- rental (or purchase at the option of the Insurer) of braces, crutches and purchase of prostheses

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage

**Dental Expense**

<u>Deductible</u>	- nil
<u>Benefit Percentage</u>	- 100% for minor procedures - 50% for major procedures

Individual Calendar Year Maximum Benefits

- unlimited

Fee Guide - the Fee Guide in effect in the Province where the service is rendered on the date the charge is incurred.

### List of Eligible Expenses

#### Minor Procedures

- diagnostics (oral examinations limited to 1 every 6 months, complete oral exam and diagnosis 1 every 24 months, x-rays, single diagnostic x-rays, complete series or equivalent 1 every 24 months, study casts once per year, consultations)
- preventive therapy scaling and polishing prophylaxis 1 every 6 months, topical fluoride passive space maintainers for dependent children
- basic restorative dentistry, extractions, anaesthesia, endodontics, periodontics, oral surgery
- repair, relining and rebasing of dentures, limited to once every three years.

#### Major Procedures

- removable prosthetic devices (initial installation and replacement of dentures only after twelve months of coverage, and for dentures which are five years old and no longer serviceable)
- extensive restorative dentistry
- fixed prosthetic devices (initial installation and replacement of fixed prosthetic devices only after twelve months of coverage and for devices which are five years old and no longer serviceable.)

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage.

### **Weekly Disability Income**

Weekly Benefit - 70% of weekly earnings, subject to the maximum disability benefits available under the Employment Insurance Act as determined as of the date of commencement of disability for the first fifteen (15) weeks, and a maximum benefit of \$300.00 per week afterwards.

Benefits are based on a five day work week.

Benefit Period -the benefit period commences on the :

- first day of disability due to injury
- fourth day of disability due to sickness
- the benefit period terminates at the end of one hundred and four (104) weeks of continuous disability following the date the benefit period commenced.

### Reduction of Coverage

- Canada / Quebec Pension Plan - Primary benefits only; including other standard reductions.

## Termination of Coverage

- the date the employee retires, and as outlined under Termination of Coverage.

## **Saskatchewan Health & Welfare Plans**

These are excerpts from the Securicor / Great-West Life Group Benefit Plan, and are to be used as guidelines only. Please refer to Group Policy No. 154748 and Plan Document No. 51903 issued by Great-West Life and Group Policy No ABT 102398 issued to the Employer by ACE INA Insurance as the governing documents.

## **Supplementary Health Expense**

- Deductible Amount
- \$25.00 per individual per calendar year
  - \$50.00 per family per calendar year

### Expenses subject to the deductible amount

- all eligible expenses excluding Preferred Accommodation in a Canadian hospital, and Vision Care.

- Benefit Percentage
- 100% for Vision Care and Preferred Accommodation in a Canadian hospital, and Vision Care
  - 80% for all other eligible expenses
  - 50% for psycho-analyst charges

### Lifetime Maximum Benefit

- \$100,000.00 for out-of-Province and out-of-Canada expenses combined.
- unlimited for all other expenses

### List of Eligible Expenses

- Drugs - Maritime Life Plan 84
- Ambulance - Local ambulance - unlimited  
- Emergency transportation by air subject to a maximum benefit equal to economy airfare for the insured, and if medically required, a medical attendant
- Preferred Hospital - semi-private accommodation
- Convalescent Care Facility - limited to semi-private accommodation for one hundred and twenty (120) days
- Outside Canada - semi-private accommodation in hospital. Outside Canada expenses are subject to a lifetime maximum benefit of \$100,000.00
- Private Duty Nursing - limited to an overall maximum benefit of \$10,000.00 in any three calendar years.
- Orthopaedic Shoes - limited to a maximum benefit of \$250.00 in any calendar year.
- Orthotics - including arch supports and molds, are limited to a maximum benefit of \$200.00 in any two calendar years (in any calendar year for dependent children

under age 18)

Chiropractor	- limited to a maximum benefit of \$300.00 per calendar year
Christian Science Practitioner	- limited to a maximum benefit of \$300.00 per calendar year
Naturopath	- limited to a maximum benefit of \$300.00 per calendar year
Masseur	- limited to a maximum benefit of \$300.00 per calendar year
Speech Therapist	- limited to a maximum benefit of \$300.00 per calendar year
Osteopath	- limited to a maximum benefit of \$300.00 per calendar year
Physiotherapist	- unlimited
Psychologist	- limited to a maximum benefit of \$300.00 per calendar year
Podiatrist	- limited to a maximum benefit of \$300.00 per calendar year, X-rays are covered subject to the overall paramedical maximum
Vision Care	- eyeglasses or contact lenses limited to a maximum benefit of \$125.00 per person in any period of twenty-four (24) consecutive months.  - contact lenses required following cataract surgery limited to one pair per individual per lifetime
Lab Tests & X-rays	- laboratory tests and x-rays not covered by any Provincial Government Plan, subject to a maximum benefit of \$500.00 per calendar year per individual.
Accidental Dental	- necessary dental treatment required as a result of an accidental injury/ Dental treatment must be completed within twelve (12) months of the accident.
Durable Medical	- rental (or purchase at the option of the Insurer) of a wheelchair, hospital bed, or oxygen equipment
Medical Aids and Prosthesis	- rental (or purchase at the option of the Insurer) of braces, crutches and purchase of prostheses

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage

**Dental Expense**

Deductible - nil

Benefit Percentage - 100% for minor procedures  
- 50% for major procedures

Individual Calendar Year Maximum Benefits

- unlimited

Fee Guide - the Fee Guide in effect in the Province where the service is rendered on the date the charge is incurred.

### List of Eligible Expenses

#### Minor Procedures

- diagnostics (oral examinations limited to 1 every 6 months, complete oral exam and diagnosis 1 every 24 months, x-rays, single diagnostic x-rays, complete series or equivalent 1 every 24 months, study casts once per year, consultations
- preventive therapy scaling and polishing prophylaxis 1 every 6 months, topical fluoride passive space maintainers for dependent children
- basic restorative dentistry, extractions, anaesthesia, endodontics, periodontics, oral surgery
- repair, relining and rebasing of dentures, limited to once every three years.

#### Major Procedures

- removable prosthetic devices (initial installation and replacement of dentures only after twelve months of coverage, and for dentures which are five years old and no longer serviceable)
- extensive restorative dentistry
- fixed prosthetic devices (initial installation and replacement of fixed prosthetic devices only after twelve months of coverage and for devices which are five years old and no longer serviceable.)

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage.

### **Weekly Disability Income**

Weekly Benefit - 70% of weekly earnings, subject to the maximum disability benefits available under the Employment Insurance Act as determined as of the date of commencement of disability for the first fifteen (15) weeks, and a maximum benefit of \$250.00 per week afterwards.

Benefits are based on a five day work week.

Benefit Period -the benefit period commences on the :

- first day of disability due to injury
- fourth day of disability due to sickness
- the benefit period terminates at the end of one hundred and four (104) weeks of continuous disability following the date the benefit period commenced.

### Reduction of Coverage

- Canada / Quebec Pension Plan - Primary benefits only; including other standard reductions.

### Termination of Coverage

- the date the employee retires, and as outlined under Termination of Coverage.

### **Manitoba Health & Welfare Plans**

These are excerpts from the Securicor / Great-West Life Group Benefit Plan, and are to be used as guidelines only. Please refer to Group Policy No. 154748 and Plan Document No. 51903 issued by Great-West Life and Group Policy No. ABT 102398 issued to the Employer by ACE INA Insurance as the governing documents..

### **SUPPLEMENTARY HEALTH EXPENSE**

- Deductible Amount
- \$25.00 per individual per calendar year
  - \$50.00 per family per calendar year

### Expenses subject to the deductible amount

- all eligible expenses excluding Preferred Accommodation in a Canadian hospital, and Vision Care.

- Benefit Percentage
- 100% for Vision Care and Preferred Accommodation in a Canadian hospital, and Vision Care
  - 80% for all other eligible expenses
  - 50% for psycho-analyst charges

### Lifetime Maximum Benefit

- \$100,000.00 for out-of-Province and out-of-Canada expenses combined.
- unlimited for all other expenses

### List of Eligible Expenses

- Drugs - Maritime Life Plan 84
- Ambulance
- Local ambulance - unlimited
  - Emergency transportation by air subject to a maximum benefit equal to economy airfare for the insured, and if medically required, a medical attendant
- Preferred Hospital - semi-private accommodation
- Convalescent Care Facility
- limited to semi-private accommodation for one hundred and twenty (120) days
- Outside Canada - semi-private accommodation in hospital. Outside Canada expenses are subject to a lifetime maximum benefit of \$100,000.00
- Private Duty Nursing - limited to an overall maximum benefit of \$10,000.00 in any three calendar years.



Orthopaedic Shoes	- limited to a maximum benefit of \$250.00 in any calendar year.
Orthotics	- including arch supports and molds, are limited to a maximum benefit of \$200.00 in any two calendar years (in any calendar year for dependent children under age 18)
Chiropractor	- limited to a maximum benefit of \$300.00 per calendar year
Christian Science Practitioner	- limited to a maximum benefit of \$300.00 per calendar year
Naturopath	- limited to a maximum benefit of \$300.00 per calendar year
Masseur	- limited to a maximum benefit of \$300.00 per calendar year
Speech Therapist	- limited to a maximum benefit of \$300.00 per calendar year
Osteopath	- limited to a maximum benefit of \$300.00 per calendar year
Physiotherapist	- unlimited
Psychologist	- limited to a maximum benefit of \$300.00 per calendar year
Podiatrist	- limited to a maximum benefit of \$300.00 per calendar year, X-rays are covered subject to the overall paramedical maximum
	NOTE* for Ontario residents the services of a chiropractor and podiatrist are reimbursed up to \$15.00 per visit to a maximum benefit of \$300.00 per calendar year.
Vision Care	- eyeglasses or contact lenses limited to a maximum benefit of \$100.00 per person in any period of twenty-four (24) consecutive months.  - contact lenses required following cataract surgery limited to one pair per individual per lifetime
Lab Tests & X-rays	- laboratory tests and x-rays not covered by any Provincial Government Plan, subject to a maximum benefit of \$500.00 per calendar year per individual.
Accidental Dental	- necessary dental treatment required as a result of an accidental injury/ Dental treatment must be completed within twelve (12) months of the accident.
Durable Medical	- rental (or purchase at the option of the Insurer) of a wheelchair, hospital bed, or oxygen equipment
Medical Aids and Prosthesis	- rental (or purchase at the option of the Insurer) of braces, crutches and purchase of prostheses

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage

**Dental Expense**

Deductible - nil

Benefit Percentage - 100% for minor procedures

- 50% for major procedures

#### Individual Calendar Year Maximum Benefits

- unlimited

#### Fee Guide

- the Fee Guide in effect in the Province where the service is rendered on the date the charge is incurred.

#### List of Eligible Expenses

##### Minor Procedures

- diagnostics (oral examinations limited to 1 every 6 months, complete oral exam and diagnosis 1 every 24 months, x-rays, single diagnostic x-rays, complete series or equivalent 1 every 24 months, study casts once per year, consultations)
- preventive therapy scaling and polishing prophylaxis 1 every 6 months, topical fluoride passive space maintainers for dependent children
- basic restorative dentistry, extractions, anaesthesia, endodontics, periodontics, oral surgery
- repair, relining and rebasing of dentures, limited to once every three years

##### Major Procedures

- removable prosthetic devices (initial installation and replacement of dentures only after twelve months of coverage, and for dentures which are five years old and no longer serviceable)
- extensive restorative dentistry
- fixed prosthetic devices (initial installation and replacement of fixed prosthetic devices only after twelve months of coverage and for devices which are five years old and no longer serviceable.)

Termination of Coverage - the date the employee retires, and as outlined in Termination of Coverage.

#### **Weekly Disability Income**

Weekly Benefit - Shall receive an amount equal to the maximum disability benefit available under the Employment Insurance Act, as determined as of the date of commencement of disability for the first fifteen (15) weeks, and seventy percent (70%) of the weekly earnings to a maximum benefit of two hundred and fifty dollars (\$250.00) per week afterwards.

Benefits are based on a five day work week.

Benefit Period -the benefit period commences on the :

- first day of disability due to injury
- fourth day of disability due to sickness
- the benefit period terminates at the end of one hundred and four (104) weeks of continuous disability following the date the benefit period commenced.

Reduction of Coverage

- Canada / Quebec Pension Plan - Primary benefits only; including other standard reductions.

Termination of Coverage

- the date the employee retires, and as outlined under Termination of Coverage.

## LETTER OF UNDERSTANDING #1

**BETWEEN:**      **Securicor Canada Ltd**

**AND:**           **Western Canada Council of Teamsters**

**RE:**             **Wage Renewals**

The Parties hereto agree as follows:

Wage rates for the duration of the Collective Agreement are provided for in Appendix "A" of this agreement with a term of June 1, 2004 to May 31, 2007. The Parties agree to the following formula for establishing future wage rates for renewal Collective Agreements, which Collective Agreements shall be of three year duration:

- a)      subject to the proviso below, future wage rates will be based on the hard number, not percentage, increase contained in the "Toronto/Ontario" Collective Agreement between Securicor Canada Ltd. and Teamsters Local 419 for the corresponding year, calculated as the hard number increase applied to the Toronto custodian rate.

Proviso - If the formula continued in the Toronto Collective Agreement under Article 8.05 of that Agreement, ceases to operate, the Parties will attempt to reach agreement on the reformulation of the formula contained herein. Failing mutual agreement, the Parties may refer the issue to an interest Arbitrator, in which case, paragraphs (b) and (c) below will apply. In the absence of mutual agreement to the issue of interest arbitrator, paragraph (d) below will apply. The renewal Collective Agreements will be negotiated in accordance with the following.

- b)      Subject to this Article in paragraphs (a) and (d) matters, the Parties are unable to settle in the negotiation of conciliation process will be referred to an Arbitrator for a final and binding determination.
- c)      when paragraph (a) above applies, the right to strike or lockout under the Canada Labor Code is suspended in addition, all terms and conditions of employment including the Grievance and Arbitration Procedure(s) remain open until an interest arbitration award is handed down and in effect.
- d)      paragraph (b) and (c) do not apply in the event that the Employer in collective bargaining seeks concessions of any sort, or wants to break away from the wage formula. In such case, the agreement to arbitrate is null and void, and the Parties shall exercise all of their rights under the Canada Labor Code, including, without limiting the generable of the foregoing, the right to strike or lockout.
- e)      where applicable, the interest arbitration process can be invoked by either Party giving written notice to the other of its desire to refer outstanding matters to interest arbitration once the conciliation process has been exhausted, and a "No Board Report" has been issued.

LETTER OF UNDERSTANDING #1

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

\_\_\_\_\_  
Hugh Secord

\_\_\_\_\_  
Rob Murray

\_\_\_\_\_

**FOR THE UNION**  
Western Canada Council of Teamsters

\_\_\_\_\_  
Local 362 Calgary, AB  
Lance Wallace, Business Agent

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Local 362, Edmonton, AB  
Shane Pearce, Business Agent

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Randy Powers, President

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Vic Klassen, Secretary-Treasurer

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Local 979, Winnipeg  
Rick Ashdown, Secretary-Treasurer

## LETTER OF UNDERSTANDING #2

**BETWEEN:**                **Securicor Cash Services**  
(hereinafter referred to as the "Employer")

**AND;**                    **WESTERN CANADA COUNCIL OF TEAMSTERS**  
(hereinafter referred to as the "Union")

**RE:**                      **ACE LOCATIONS**

1. It is agreed and understood that the Employer will employ staff in the rural (ACE) locations of:
  - Wetaskiwin, AB
  - Barrhead, AB
  - Ft. McMurray, AB
  - Swan River, MB
  - Dauphin, MB
2. All employees of the Employer who work at ACE locations shall work in the same capacity as ABM employees, but will not:
  - transfer or transport liability
  - expose liability in an unsecured or visible area
  - carry a sidearm, or
  - be required to wear any identifying markings
2. ACE employees shall respond to service calls as required, provide once per week cash loads and daily deposit clearing of ABM machines.
3. ACE employees shall be members of the Union.
4. ACE employees are part-time employees, and are covered under this Letter of Understanding only.
5. The Employer shall supply cellular phones or pagers as required.
6. Rates of Pay - ACE locations
  - Wetaskiwin, AB                - seventy-seven dollars (\$77.00) per person per day
  - Barrhead, AB                - eighty-five dollars (\$85.00) per person per day
  - Ft. McMurray, AB           - one hundred and eighty dollars (\$180.00) per person per day
  - Swan River, MB - one hundred and fifty dollars (\$150.00) per person per week
  - Dauphin, AB                - one hundred and fifty dollars (\$150.00) per person per week
8. If employees are required to use their own vehicle for the purpose of performing their duties, they shall receive thirty-five cents (35¢) per kilometre travelled.
9. There will not be any new ACE locations established during the term of this Collective Agreement. In the event that the Employer wishes to establish operations in an area not currently referred to in this Letter of Understanding, it shall be a matter of negotiation with the Union.

10. This Letter of Understanding may be withdrawn by the Union upon thirty (30) days written notice, and without prejudice at any time.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

**FOR THE UNION**  
Western Canada Council of Teamsters

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Rick Ashdown, Secretary-Treasurer

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**                **Securicor Cash Services**  
(hereinafter referred to as the "Employer")

**AND:**                      **WESTERN CANADA COUNCIL OF TEAMSTERS**  
(hereinafter referred to as the "Union")

**RE:**                        **COMPRESSED WORK WEEK**

The Parties hereto agree as follows:

1.        In all areas where a compressed work week is used, the Company shall increase the benefit level to reflect the compressed work week.
2.        In all areas where the term "day" is utilized, it shall also mean a day in a compressed work week.
3.        Whenever the Company wishes to establish a new shift in any area, of other than eight (8) or ten (10) hours, the Company and Union will meet in this regard. If the new proposed shift is mutually agreeable to the Company and the Union, a Letter of Understanding will be signed by the Company and the Union identifying any exceptions to the collective agreement language that are applicable.

SIGNED THIS \_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

**FOR THE UNION**  
Western Canada Council of Teamsters

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**LETTER OF UNDERSTANDING #4**



**BETWEEN:**                    **Securicor Cash Services**  
(Hereinafter referred to as the "Employer")

**AND:**                         **Western Canada Council of Teamsters**  
(Hereinafter referred to as the "Union")

**RE:**                            **Payment for Upgraded Work**

The Parties hereto agree as follows:

When an employee / crew is required to perform work in a higher-rated classification, said employee / crew shall be paid a minimum of one hour at the upgrade wages in the higher classification.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

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Western Canada Council of Teamsters

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**LETTER OF UNDERSTANDING #5**

**BETWEEN:**                **Securicor Cash Services**  
(Hereinafter referred to as the Employer)

**AND:**                      **Western Canada Council of Teamsters**  
(Hereinafter referred to as the Union)

**RE:**                        **Vacation (Back-fill)**

The Parties hereto agree that:

When a full-time employee is off on vacation, the Company shall open up bidding rights to all employees on the seniority list, by seniority basis. Filling said vacation spot shall be as follows:

1.        First spot by seniority
2.        Second spot by seniority
3.        Third spot by floater

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
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**FOR THE UNION**  
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**LETTER OF UNDERSTANDING #6**

**BETWEEN:**                   **Securicor Cash Services**  
(Hereinafter referred to as the Employer)

**AND:**                         **Western Canada Council of Teamsters**  
(Hereinafter referred to as the Union)

**RE:**                         **Extended Leaves**

The Parties hereto agree that:

When an employee is on Workers' Compensation, Weekly Indemnity, Long Term Disability or is unable to complete his or her bid for any other reason, and when the absence is to be for more than thirty (30) days in length, the Company shall post the open position, and fill it on a seniority basis.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

**FOR THE UNION**  
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## LETTER OF UNDERSTANDING #7

**BETWEEN:**                **Securicor Cash Services**  
(hereinafter referred to as the Employer)

**AND:**                    **Western Canada Council Of Teamsters**  
(hereinafter referred to as the Union)

**RE:**                      **COMPRESSED WORK WEEK (3 x 13)**

The Parties hereto agree as follows:

1. The runs currently known as the Fort McMurray, Dawson Creek, and Jasper runs will be offered for bid as 3 x 13 hour shifts. This letter may be withdrawn by either party by written notice prior to the end of any bid cycle.
2. Consistent with #1 above, the inplant position posted as Weekend Turret will be offered for selection as a 3 x 13 hour shift.
3. It is understood the 3 x 13 hour shifts shall run in 3 consecutive days and all hours in excess of thirteen (13) hours in one day shall be considered overtime and will be paid two (2) times the hourly rate of pay.
4. As per Article 5.01, it is understood the 3 x 13 hour shift shall not deprive any employee of their forty (40) hour weekly guarantee.
5. Employees will receive an additional one-half (½) hour off, during working hours, for the purpose of an additional meal period after ten (10) hours of service. It is understood that employees receiving the additional meal period shall not receive the additional fifteen (15) minute break after ten (10) hours as stipulated within Article 6.02 of the Collective Agreement.
6. It is understood that this Letter Of Understanding shall be a supplement to the current Letter Of Understanding attached to the Collective Agreement, and its area specifically listed above. All other provisions of the Collective Agreement, and its attachments, shall be in full effect unless specifically listed above.
7. Not to be inconsistent with Article 30.01, the driver of any highway run required to stay over night shall be provided single accommodations.

LETTER OF UNDERSTANDING #7

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
Securicor Cash Services

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**LETTER OF UNDERSTANDING #8**

**BETWEEN:**                **Securicor Cash Services**  
(hereinafter referred to as the Employer)

**AND:**                      **Western Canada Council of Teamsters**  
(hereinafter referred to as the Union)

**RE:**                        **Vacation Relief Bids**

The Parties hereto agree to the following:

Employees who bid a vacation relief position shall assume the bid position from Monday through Sunday of each week, to ensure that such employee receives a complete work week.

The Employer shall not be required to bid vacation, less than the full time guaranteed, that has been scheduled in less than full week blocks. Those shifts shall be filled on a daily basis, by seniority, as per the Collective Agreement.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

**FOR THE EMPLOYER**  
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**LETTER OF UNDERSTANDING #9**

**BETWEEN:**               **Securicor Cash Services**  
(hereinafter referred to as the Employer)

**AND:**                     **Western Canada Council of Teamsters**  
(hereinafter referred to as the Union)

**RE:**                      **Overtime Calls** - Article No. 5.02(a)

The Parties hereto agree that all employees who sign the sign-up sheet for overtime will receive a call on a daily basis for any work which becomes available.

***For example:*** An employee receives a call on a Tuesday, and is asked to work an overtime shift Thursday night. The employee refuses the Thursday night shift. He will still receive a call on Wednesday, again offering the Thursday night shift, if it has not already been filled, or any other Thursday shift which becomes available.

This allows for any change in the employee's situation which would then allow him/her to be available for work on the Thursday night.

If employees do not wish to be called on a daily basis, they should remove their name from the list.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

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**LETTER OF UNDERSTANDING #10**

**BETWEEN:**                    **Securicor Cash Services**  
(hereinafter referred to as the Employer)

**AND:**                         **Western Canada Council of Teamsters**  
(hereinafter referred to as the Union)

**RE:**                         **Payout of Unused Sick Time**

1.     The sick leave pay described in Article No. 17 of the Collective Agreement is a wage replacement provision for employees. Whenever sick leave pay is paid out during a period of absence due to non-work-related illness, said payment is included in the employee's regular paycheque for the pay period
2.     Unused Sick Leave pay which is paid out by the Company in December of each year, is deemed to be an attendance bonus, and will be paid on a separate cheque.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

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**LETTER OF UNDERSTANDING #11**

**BETWEEN:**               **Securicor Cash Services**  
(Hereinafter referred to as the Employer)

**AND:**                   **Western Canada Council of Teamsters**  
(Hereinafter referred to as the Union)

**RE:**                   **Crewing Levels**

The Parties hereto agree as follows:

The Company agrees that all armoured car work (CIT) and all runs with liability, will be completed by a minimum of two man crews.

Should the Company seek to deviate from this provision, it shall negotiate any change with the Union. Should the Parties fail to reach agreement, the matter may be submitted to final and binding arbitration.

SIGNED THIS \_\_\_\_\_ DAY OF JANUARY , 2005

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