

ONTARIO AGREEMENT BETWEEN

CANADA COUNCIL OF TEAMSTERS

Affiliated with the International Brotherhood of Teamsters And Its Local Union No.s 419 and 879 (hereinafter referred to as the "Union")

-and-

securicor

(hereinafter referred to as the "Company")

Effective from May 1st 2'004 to April 30th, 2007

015 88(06)

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

1.02 Joint Labour/Management Consultation Meetings

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the bargaining agent for all employees of Securicor in the Province of Ontario, save and except dispatchers, Supervisors, **and** those persons above the rank of supervisor, office, clerical employees, and sales staff, and employees working out of London, Kingston, Ottawa, Thunder Bay and Windsor.
- 2.02 Casual employees shall be covered by this Collective Agreement only as specifically **set** out in Appendix "A" to this Agreement.
- 2.03 Employees not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard work week, nor to deprive them of overtime which would normally be assigned to them, except:
 - (a) for the purpose of instruction or training, or
 - (b) for emergency situations requiring immediate action which shall be subject to the grievance procedure, or

(c) small branch operations to promote efficiency.

2.04 No Contracting Out Work

No unionised work will be subcontracted unless agreed between the Company and the Union prior to subcontracting (subject to the agreement reached by the Company and the Union as spelled out in Appendix "D") If the parties are unable to reach an agreement the matter may be referred to arbitration as per Article 7.02 for final determination. No work will be subcontracted until the arbitrator's decision is known.

2.05 Outside Agreement

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

2.06 Gender Clause

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

2.07 PRINTING OF COLLECTIVE AGREEMENT

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

I TICLE 3 - RESERI IONS TO

- The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees for proper cause or otherwise discipline employees.
- The right to maintain order and establish and enforce rules **and** regulations governing the conduct of employees.
- 3.03 The right to reduce overtime wherever and whenever possible.
- 3.04 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations, and to manage this business in all respects.

- 3.05 The Company agrees that these functions **will be** exercised in a manner consistent with the provisions of this Collective Agreement.
- 3.06 The Company hereby reserves all rights and privileges not specifically modified by this Agreement,

ARTICLE 4 - UNION SECURITY

- All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.
- 4.02 The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for membership cards prior to commencing work and mail same in to the Union office immediately. In addition, give the new employee a copy of the Collective Agreement and enable the employee to meet the Branch Steward as part of the induction training program.
- 4.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union. The Company shall deduct the monies bi-weekly, and remit such monies to the Secretary-Treasurer of the Union on or before the twentieth (20th) day of the following month in which the monies are deducted, together with one (1) copy of the check-off list as above mentioned.
- The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made. The Secretary Treasurer of the Union shall notify the Employer in writing of any change in the amount of Union dues and such notification shall be the Employer's authorization to make the deductions specified.
 - (a) All monthly dues for members to be submitted with current address, **postal** code and Social Insurance Number.

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

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

- 4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement.
- 4.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 4.

ARTICLE 5 - UNION R FATION

Shop Stewards **shall** be appointed or elected **as** the Union so wishes, to see whether the members of the Union and the Company follow the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the **Shop** Stewards for lawful Union activities, and the Shop Steward shall not let **his** duties unduly interfere with **his regular** work assignment.

A maximum of one steward shall be located at each branch **as** per 9.01 (b). Two (2) stewards, of which one shall be the Chief Steward, shall be elected **or** appointed and located at the Toronto Branch to perform Union duties with access to communication devices. It is understood that, from time to time, these two (2) stewards will be **performing** operational duties when required in emergency situations.

- The Union shall advise the Company in writing of the names of the Stewards, who **shall** be employees who have completed their probationary period, at the time of signing of the Agreement and within five (5) days of any change of employees selected to **so** act during the term **of** the Agreement.
- Shop Stewards shall be permitted to take up grievances during working hours without **loss** of pay. In any meeting with the **Company** on Union **business**, including the renewal of this Agreement with the Company and any other Union business requested in writing by the Union, the Shop Steward will not suffer loss of wages and will be paid applicable rates per Collective Agreement by the Company.

- All employee payroll details will be made available to the Stewards upon twenty-four (24) hours' notice. The business Representative of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the time cards, payrolls and equipment used by employees in order to determine that the terms of this Agreement are being observed, provided he shall have no unescorted access to the security area.
- The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations **as** the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof **is** solely vested with the Union.

5.06 Alternate Stewards

The Company agrees to recognize any employees, selected by the Union Stewards, *to* **act** as alternate Stewards to assist in the presentation of **any** proper grievances that may arise, in the event **that** the Steward is absent from work.

5.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Chief Steward or Union Business Representative.

ARTICLE 6 - GRIEVANCE PROCEDURE

- The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the Company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to address complaints and grievances as quickly as possible.
- It is the mutual desire of the patties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Company the opportunity to adjust his complaint with the assistance of the Steward if required.
- 6.03 Any complaint, disagreement or difference of opinion between the

Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered **a** grievance and shall be adjusted and settled with the terms and conditions set forth in this agreement.

6.04 STEP ONE

Any grievance of an employee shall first be taken up between such employee, his Shop Steward and his Supervisor, within seven (7) working days of the date of the decision under Article 6.02 thereof. The written decision of the Company shall be returned within seven (7) working days.

6.05 STEP TWO

Bi-weekly the Chief Steward will meet to review all cases with relevant Steward and the relevant Manager. The Grievor may **choose** to be present at this **stage** of the procedure, The written decision of the company shall be returned within five (5) working days.

6.06 **STEP** THREE

Failing settlement under Step Two, the matter will be taken up by the Board consisting of four (4) persons. The Union designates shall be a Business Agent, a Steward or the Chief Steward, as the case may be, and the Company designates shall be the Branch Manager and either the Human Resources Representative or the Regional Operations Director or his designate. The board may resolve the grievance by agreement and their decision shall be final and binding. This meeting must be conducted once a month and the grievor and his steward shall be present and will not suffer any loss of wages.

6.07 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 3 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to

arbitration in the same manner and to the same extent as the grievance of an employee.

6.08 Extension of Time Limits

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

6.09 Discharge or Suspension Notice

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

6.10 Discharges and Suspensions

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

6.11 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

6.12 **Stewards' Representation**

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

6.13 Employee's Record

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

- If adverse statements, warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the adverse statement, warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.
- Any employee, with twenty-four (24) hours' notice and on his/her own time, shall be allowed to inspect his/her own personnel file. The business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon reasonable notice of such request.
- All decisions arrived at between the representatives of the union and the Company shall **be** in writing and shall be final and binding upon the Company, the union and the employee or employees concerned.

ARTICLE 7 - ARBITRATION

- 7.01 Failing settlement under Step 3 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question **as** to whether a matter is arbitrable, such grievance may **be** taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day **period** of time after the decision in Step 3 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 7.02 The arbitration hearing will commence no later than 30 days after the date of the written request for arbitration, The following arbitrators will be canvassed for hearing dates within this thirty (30) **day** period:

Louisa Davie Gerald Charney Chris Albertyn Dana Randall William Kaplan Martin Teplitsky Brian Keller

If more than one of the above listed arbitrators is available within thirty (30) days and the parties are unable to reach agreement as to who will hear the matter, Owen Shime will select from amongst those arbitrators who are available. If one of the arbitrators listed above can provide hearing dates within the thirty-day period, arbdates.com or a similar service will be consulted for arbitrator availability. If the patties are unable to agree on an arbitrator who is available within the thirty-day period Owen Shime will select from those arbitrators who are available.

The company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (managers for the company and stewards for the union) will present their own cases before the arbitrator. The parties will not be permitted **to** cite legal cases in argument. Decisions in the expedited **process will** be final and binding but non-precedent setting.

Arbitrators may be added or deleted from the list by mutual agreement. Arbitrators named must be able to convene a hearing within thirty days of the referral and shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty-eight hours following the hearing for expedited cases and within three weeks for any other case.

- 7.03 The arbitrator appointed shall hear and determine the matter and **shall** issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 7.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 7.05 The parties **will** each .pay one-half *of* the remuneration **and** expenses of the arbitrator selected by the parties or appointed by the Minister.
- 7.06 Any and all time limits fixed by Article 7 for the taking of action by either **party may** be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.
- 7.07 No matter may be submitted to Arbitration which has not been properly carried through the prescribed **steps** for the grievance procedure.

ARTICLE 8 - STRIKES AND LOCKOUTS

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

8.02 **Legal Picket Line**

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

- **A** system for negotiations and Interest arbitration is described herein. The rights of the parties to strike or lock out are **as** defined in this system,
- The Union recognizes the Employer's need to assure its customers that services will not be frequently disrupted by work stoppages. The following system for negotiations/interest arbitration is designed to enhance the employer's ability to maintain customer service in the long term while ensuring fair terms and conditions of employment for the employees.
- Wage Rates for the duration of the current collective agreement, ("current wage rates") are provided for in the chart in **Article** 9.01 (a). Current wage rates are **based** on **wage** rates that **were** negotiated by the Toronto Police Association on behalf of fourth class constables in the Uniform Collective Agreement between the Toronto Police **Association and** the Toronto Police Services **Board** (the "Uniform Collective Agreement") effective January 1, 1999 to January 1, 2002. The parties' agreed-upon formula for establishing wage rates for renewal collective agreements ("future wage rates"), which renewal collective agreements shall each be of three years' duration, is **as** follows:

Subject to the proviso detailed below, future wage rates will follow the pattern established in the chart in Article 9.01 (a), namely: the Custodian/Vault classification in the Toronto area will earn, in the first, second and third years of the current and in any renewal collective agreements, the same wage rates as the Fourth Class Constables earned or **will** have earned three years earlier under the Uniform Collective Agreement. For example May 2004 rates for this classification under the current collective agreement correspond with January, 2001 rates under the Uniform Collective Agreement; May 2005 rates correspond with January 2002 rates under the Uniform Collective Agreement; May 2006 rates correspond with January 2003 rates under the Uniform Collective Agreement; May 2007 rates correspond with January 2004 rates under the Uniform Collective Agreement; May 2008 rates will correspond with the January 2005 rates to be negotiated for Fourth Class Constables under the Uniform Collective Agreement and so on in the future.

The remaining classifications in the Toronto Area, and all of the classifications in all of the other areas covered by the Collective Agreement receive, and will in future receive, the same numeric wage increase as the Custodian/Vault Classification.

PROVISO

If, at any time, the Fourth Class Constable Classification is deleted, or if future Uniform Collective Agreements break away from the current and **past** ratio percentage (%) between First Class Constables and Fourth Class Constables (practice pattern from Jan. 1, 1999 to Jan. I, 2004 inclusive) then the parties will attempt to reach agreement on the reformulation of the pattern for determining wage increases. Failing mutual agreement, the parties may agree to refer the **issue** to an interest arbitrator in which case **Articles 8.06** (a) **and (b)** will apply. In the absence of mutual agreement to the issue of interest arbitration, Article 8.06 (c) will apply.

- 8.06 The renewal collective agreements will be negotiated in accordance with the following rules:
 - (a) Subject to article 8.05 and 8.06 (c), matters that the parties are unable to settle in the negotiation or conciliation process will be referred to an arbitrator for final and binding determination using the system provided for in article 7.02. The parties will also, unless there is a mutual agreement not to, use a 3 person Board of Arbitration in which case the union and the employer will each appoint a nominee within 5 days for the initiation of the interest arbitration process,
 - (b) When article 8.06 (a) applies, the right to strike or lockout under the Canada Labour Code is suspended; in addition all terms and conditions of employment, including the grievance and arbitration procedure remain open until an interest arbitration award is handed down and in effect.
 - (c) Article 8.06 (a) does 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 a case, the agreement to arbitrate is null and void and the parties shall exercise all of their rights under the Canada Labour Code, including, without limiting the generality of the foregoing, the right to strike and lockout. For clarity, and without limiting the generality of the foregoing, a concession is deemed to include, inter alia, a proposal whereby the employer's health and welfare benefit contribution would be less than required to maintain the current level benefits in the opinion of the benefit plan administrator.
 - Where applicable, the interest arbitration process can be **invoked** by either patty 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 "noboard report" has been issued.

ARTICLE 9 - CLASSIFICATIONS, RATES OF PAY AND SPECIAL ALLOWANCES

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

Location		1.20	0.70	0.75	0.75					
Toronto/Mississauga/Ajax/Aurora/Barrie	Current Rate	May1 2004	May1 2005	May 1	May 1 2007	May 1 2008	May 1 2009	May 1 2010	May 1 2011	May 1 2012
Custodian/Vault	19.10	20.30	21.00	2006 21.75	22.50	2000	2007	2010	2011	4012
	19.10	20.30	21.00	21.75	22.50					-
Mechanic's Helper						 	 			
Guard/Driver/ABM service	18.00	19.20	19.90	20.65	21.40	-	-	1		
Coin Room	16.10	17.30	18.00	18.75	19.50					
Cash Cage/Turret	14.10	15.30	16.00	16.75	17.50				ļ	
Casual CIT	15.10	16.30	17.00	17.75	18.50	<u> </u>				
Oshawa/Hamilton/Burlington	*	.					<u> </u>			
Custodian/Vault	18.00	19.20	19.90	20.65	21.40					
Guard/Driver/ABM service	17.00	18.20	18.90	19.65	20.40					
CoinRoom	16.00	17.20	17.90	18.65	19.40					
Cash Cage/Turret	14.00	15.20	15.90	16.65	17.40					
casual CIT	14.80	16.00	16.70	17.45	18.20					
*Northern Ontario										
Lead hand	17.00	18.20	18.90	19.65	20.40					
Custodian	16.00	17.20	17.90	18.65	19.40					
Guard/Driver/ABM service	15.00	16.20	16.90	17.65	18.40					
''Peterborough										
Lead hand	17.00	18.20	18.90	19.65	20.40					
Custodian/Guard/Driver/ABM service	16.00	17.20	17.90	18,65	19.40					
*Owen Sound										
Lead hand	16.30	17.50	18.20	18.95	19.70					
Custodian/Guard/Driver/ABM service	15.30	16.50	17.20	17.95	18.70	T -				
*Beamsville		10,00		1	1	 				
Lead Hand	16.40	18,60	19.30	20.05	20.80					-
Custodian	16.40	17.60	18.30	19.05	19.80		<u> </u>			
Guard/Driver/ABM service	15.50	16.70	17.40	18.15	18.90					
y yar at 2011 VIII 1 12011 SCI FICE	10.00	1000	177.10	10,12	10.50			 		

- (b) All the locations above identified by **an** asterisk (*) will manage their own **'bid"** system, "on-call" system and vacation entitlement procedures within their own location. Failure to reach **a** mutually workable agreement between the parties will be subject to the grievance and arbitration procedures. The last day shift spot bidded will **go** to the Union Steward if his seniority did not already secure him a spot and the Union Steward will appoint an alternate steward on the night shift.
- (c) In choosing lead hands, seniority shall prevail. It is the responsibility of the Company to train the lead hand and the lead hand shall be able to perform all the duties required within thirty (30) working days.

9.02 New Classifications

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

- 9.03

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

account to remove monies under any circumstances.

(c) 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 seventy-five dollars (\$75.00) or

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

(d) Whenever the Canada Savings Bonds are issued for sale, the Company shall make same available *to* its employees who desire same and make such deductions as are necessary.

9.04 Once every 2 years, in January, the Company will provide a boot allowance of one hundred and fifty (\$150,00) to full-time employees to assist in the purchase of black police style boots or shoes which must be C.S.A. approved. The Company will arrange to have a reputable supplier to supply the boots or the shoes.

9.05 (a) Clothing Allowance:

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

- (b) Each employee **shall** be assigned a locker. Once assigned, the locker shall be considered as that employee's private property and no-one may open and/or search the employee's locker unless that employee is present, or for security considerations when the employee or the union have been notified prior to opening the locker.
- 9.06 All full-time road crew employees (armoured and service) will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon expiry. All bullet resistant garments must be returned to the Company upon an employee's resignation or termination from the company.
- 9.07 On over the road operations which are overnight or out for more than one (1) day, the following allowances will apply for the second and all subsequent days:

a. Breakfast \$8.00b. Lunch \$10.00c. Dinner \$15.00

- 9.08 Such meal allowances for overnight runs will be paid in cash prior to the run leaving the branch. Additionally, any employees who are required to lay over .while out of town will be provided with reasonable hotel lodging (two employees to a double room), In the event an overnight run is unable to continue and employees are required to lay over for a period of time, such employees shall be paid for their regularly scheduled shift. However, if such employees are required to guard or remain on the armoured car they will be paid for all the time spent in so doing, at the applicable rates.
- 9.09 Tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Company, and shall remain the property of the Company at all times.
- 9.10 Any certificates or permits required by either the government or the 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. Employees will bear the initial cost of permits including the cost of an initial Possession and Acquisition License (PAL) whenever it is obtained.

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 permits and to transfer to a position that requires an ATC.

The Employer shall pay the employee for firearm training with an approved, qualified Company instructor in accordance with Article 17.

Employees will maintain a valid Driver's licence for the vehicle they drive.

For any current employee who desires to upgrade their licence, the Company will supply the truck for the test, **pay** for the licence fee, the lost time from work, and the fee to obtain their "Z" Endorsement (air brakes) Certificate. Reimbursement for the above will be made upon receipts and successful completion of a bidded Driver position.

- 9.11 The Company agrees to pay for all bonding for its employees.
- 9.12 Where the term "gross rate" or "hourly rate" are used in this Agreement, it shall mean a rate equal to the "hourly rate" plus any applicable shift premiums except that there shall be no pyramiding of premium in overtime.
- 9.13 Effective on the date of ratification, any employee who is assigned to a "Night" shift shall receive a shift premium **of** twenty-five cents (\$0.25) per hour for all hours **worked** on each such shift. Effective May 1, 2005 this shift premium shall be increased to fifty (\$0.50) cents and effective May 1, 2006 this shift premium shall be increased to one (\$1.00) dollar.

ARTICLE 10 - STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1 floater

providing the Company shall advise the Union by December 1st of each year **as** to which day shall be considered as Boxing Day under this Agreement.

- Full-time employees are eligible as of January 1st of every calendar year for one "floating" holiday which shall be booked one week in advance in writing, however no floating holidays will be granted during the Christmas period (December 7 to December 31) except in conjunction with vacation, The company reserves the right to limit the number of employees off on a given day to meet operational requirements.
- 10.03 If a Holiday or Holidays fall(s) within an employee's vacation period, he will be entitled to pay for the same and shall be entitled to an additional day of vacation prior to or immediately following his vacation period, or a mutually agreed upon time.
- 10.04 Eligible full-time employees are those guaranteed forty (40) hours a week and who have been employed in excess of thirty (30) calendar days,

- 10.05 In the event a Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall also be observed, if not already listed in the above Holidays.
- Any employee requested to work on a Holiday shall be guaranteed a minimum of four (4) hours of work or the equivalent in pay at time and a half (1.5) the basic hourly rate applicable to the classification to which he is assigned to work on such Holiday, over and above his regular Holiday pay.
- 10.07 Notwithstanding Article 10.09, if a Holiday falls on an employee's day off, he shall be entitled to an additional day off with pay on his next regularly scheduled work day or a mutually agreed upon day.
- Any hours worked on a Statutory Holiday shall be paid at time and a half (1.5) the employee's hourly rate.
- Employees assigned the five (5) day work week will be paid eight (8) hours' pay at the appropriate hourly rate for **the** Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a five (5) day employee's scheduled day off, he shall be paid eight (8) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.
 - (b) Employees assigned the four (4) day work week will be paid ten (10) hours' pay at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a four (4) day employee's scheduled day off, he shall be paid ten (10) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.
 - (c) Employees assigned the three (3) day work week will be paid twelve (12) or thirteen (13) hours' pay whichever applies, at the appropriate hourly rate for the Paid Holiday which falls on the employee's regular work week. If a Holiday falls on a three (3) day employee's scheduled day off, he shall be paid twelve (12) hours' pay or thirteen (13) hours' pay at his hourly rate for the Holiday and his work week shall remain unchanged for such week.

ARTICLE 11 - VACATIONS

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

11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service

at January 1 Vacation Entitlement

Less than one (1) year One (1) day's vacation with pay

for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year

One (1) year Two (2) weeks

Five (5) years Three (3) weeks

Eleven (11) years Four (4) weeks

Eighteen (18) Five (5) weeks

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

The employee must reimburse the additional vacation pay if his of her employment terminates prior to having accrued the full amount of the vacation entitlement on a pro rated basis except in the case of lay off or retirement,

Regular full-time employees will receive vacation pay on the basis of their hours of **pay** entitlement at the rate of pay they were receiving at the **date** of taking their vacation.

The difference between the hours of pay entitlement and the percentage entitlement applied to their annual gross earnings for the previous year to which they are receiving their vacation **shall be** paid out once per year on the last pay of the year.

11.03 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more or 40 hours per week of

entitlement whichever is greater.

- Any employee who **was** prevented from taking his vacation during the calendar year due to Illness, accident or lay-off and who **will** not return to work by the end of the calendar year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than December 31st, on a separate cheque.
- 11.05 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular day before his vacation commences.
- 11.06 Earnings for the purpose of this Article shall be those shown on the T-4 Income Tax form.
- Vacations **due** in any year must be taken in the anniversary year **and** based **on** their seniority employees shall have the right to take **all** weeks of their vacation at **one** time within their vacation year except that if any employee requests vacation in the period July 1st to Sept. 5th it will be limited to a period of 2 weeks.
 - b) The Company **shall** permit a maximum of ten per cent (10%) of every department to be absent on vacation during **any** period except between December 7th and December 31st. The departments are:

CIT DAYS
CIT NIGHTS
ABM SERVICE
VAULTS
COIN ROOM
CASH CAGE/TURRET

c) The Company will permit employees from each of the departments to be off on vacation per week from December 7th to December 31st on the following ratio:

0-50 1 employee 51-100 2 employees 101-150 3 employees 151-200 4 employees and **so** on

11.08 All submissions for vacation shall be made in writing on forms supplied by the Company before November 15th for the following

year's vacation period. These applications will be processed and approved subject to seniority provisions and posted by December 1st. These approvals cannot be changed without the consent of the affected employees.

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

- 11.09 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.
- An employee who leaves the employment of the Company for any reason prior to December 31st shall receive vacation credits earned as per Article 11
- Employees who have completed 6 years of service will be entitled to 6 per cent (6%) vacation pay, regardless of seniority, or pay under Article 11, whichever is greater.

ARTICLE 12 - SENIORITY

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

12.02 **Probationary Period**

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

and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.

12.03 (a) Bumping Rights

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

(b) Lay-off Notice

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

(c) Lay-off Benefits Coverage

The Company **shall** continue to pay the premium for the Health & Welfare plan (for the benefits listed below) and make the required contributions **for** the Company Pension Plan for a period of three (3) months following the date of lay-off.

- Group Life **and** Accidental Death'& Dismemberment **Insu**rance
- Prescription Drugs

- Major Medical
- Vision Care
- _ Dental
- 12.04 Employees **who** have not forfeited their seniority rights as hereunder provided shall be recalled in order of **seniority**, **skill** and ability being sufficient.
- 12.05 A Master and a Departmental seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these **lists** shall be forwarded to the Union.

12.06 **Temporary Recall**

- (a) When temporarily recalled, laid off employees shall be paid the appropriate rate of pay for the classifications in which they are working;
- (b) When temporarily recalled, laid off employees wilt be given preference of available hours of work before casual employees.
- (c) A laid-off employee who works a minimum of eighty (80) hours in a month shall qualify for the benefits listed in Article 12.03 (c) for the following month.
- 12.07 If a curtailment of business requires a lay-off, then all casual employees will be laid off first. In the event that a regular full-time employee cannot be guaranteed his regular scheduled forty (40) hours due to a curtailment of business, then the Company will have the right to reduce the junior full-time employee to laid-off status by reverse seniority. Regular full-time employees who may be demoted to laid-off status shall hold top seniority among the Casual employees and shall, on order of their overall seniority, have first call to assignments with greater earning opportunities. Said employees shall be first in line for promotion to regular full-time status. No Casual employee will work in the case of a lay-off unless the laid off or regular employees refuse the work.

12.08 Promotions Outside Bargaining Unit

When an employee is transferred or promoted to a position outside the bargaining unit, he will retain his seniority and continue to accumulate seniority for a period not to exceed 180 calendar days from the date of such transfer or promotion. After such 180 calendar day period, the employee shall not have any seniority

under this Agreement.

Should the employee return to the bargaining unit within a period of 180 calendar days, and there is then no vacancy which, by reason of his seniority, he is entitled to fill, he may displace the employee with the least seniority, provided he has the skill and ability to do the work of the junior employee. In the event of such displacement, the senior employee will be reclassified into the job classification of the junior employee and be paid the rate of such job. Any employee returned to the bargaining unit following a transfer pursuant to this Article 12.08 shall qualify for benefits under this Agreement, based on his total continuous service with the Company. This shall be done once during the term of the employee's employment.

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

12.10 Change of Address

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

12.11 Loss of Seniority

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

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

failure of the employee to inform the Company within three (3) working days of recall that he will report for work, unless he has a bona Fide reason; notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the employee's last known address on file with the Company. When work of a temporary nature of a continuous four (4) weeks or less becomes available while seniority employees are on lay-off and they are recalled, they shall have the right lo refuse or accept such temporary work without affecting their seniority status under this Agreement;

- (6) He **is** laid off for a period of thirty-six (36) months or his length **of** service, whichever **is** least.
- (7) utilizes a leave of absence for purposes other than those for **which** *the* leave of absence was granted;
- In the event that the Company opens **a** new branch within the bargaining unit, any qualified employees, by overall seniority bargaining unit wide, will be allowed to transfer. It is understood that the employee will pay **all** costs of relocating and **will** be paid and work under the wages and job conditions then established at such new location.
 - In the event that existing branches are closing **as** a result of the opening **of** a new branch, employees displaced will have first right of refusal to the new branch by seniority
 - When a new branch is opened, current employee seniority will be used to establish the new branch seniority list after which the branch seniority list will be closed and any movement between branches will be as in Article 12.13.
 - d) Employees will only bid within their own branch.
- When full-time positions are available in any branch within the bargaining unit, such positions shall be posted within the branch as per Article 13.01; the residual vacancies shall be posted bargaining unit wide. The successful applicants by seniority shall be awarded the jobs; all costs of relocating shall be borne by the employee. Any residual vacancy created by the posting shall be filled by the company from the affected branch, from the pool by seniority; this person will hold the position until the next bid. The residual vacancy in the pool will be filled by casual upgrade.

12.14 Buyout and Merger

In the event that the Company acquires another Company and effects a merger, said employees shall be merged endtail".

- 12.15 Whenever any work normally performed by one branch is transferred to another, all displaced employees shall have the first right of refusal to the transferred work. If the displaced employees refuse their right to transfer they will exercise their right to bump as per Article 12.03 (a). And the affected work will be posted in the originating branch, Any positions not filled on said work will be posted in the Receiving Branch Location and filled as per Article 13.01.
- 12.16 In the event an employee is displaced from employment as a result of a closure or a permanent lay-off, he shall be entitled to receive:
 - (i) four (4) weeks' notice or notice under the Employment Standards Act, whichever is the greater;
 - one (1) week's pay at his regular non-overtime rate per year of service to a maximum of twenty-six (26) weeks, providing that the employee has been employed by the Company for five years or more;
 - (iii) the benefit premium will continue to be paid for a period equal to the required notice period to cover the benefits listed in 12.03 (c).

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

ARTICLE 13 - JOB POSTINGS. PROMOTIONS, TRANSFERS

In the event a vacancy occurs in any of the classifications covered hereunder, the Company 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 three (3) working days of such posting. The filling of such vacancy shall be made within ten (10) working days of the initial posting and in accordance with seniority, provided the employee has the qualifications and ability.

The following procedure shall be followed when **a** position becomes available:

- 1. All vacancies shall be posted within the branch.
- 2. There will be no aptitude testing for employees when transferring from one Department to another.
- 3. The Company is required to post all successful candidates.
- An employee temporarily transferred to another classification will receive his own rate or the rate for the other classification, whichever **is** the higher.
- 13.03 Notwithstanding anything to the contrary in this Agreement, where an employee elects voluntarily to work in **a** lower classification, he shall be paid the rate for that classification.
- 13.04 When the Company fills a vacancy resulting from the first posting, all relevant Stewards will be given the name of the transferred employee.

ARTICLE 14 - LEAVES OF ABSENCE

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

14.02 Leave of Absence for Personal Reasons

The Company may grant leave **of** absence without pay for up to one (1) month **if** an employee requests **it** in writing from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the business. Employees on such leave will be maintained on applicable benefit plans, and the company will continue to pay the agreed monthly contributions for benefits.

When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfil such position.

14.04 <u>Maternity/Parental Leave</u>

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

14.05 Bereavement Leave

Any employee who shall suffer death in his immediate family (that is parents, spouse's parents, step parents, spouse, grandparents, spouse's grandparents, children, brother or sister, brother or sister-in-law or grandchildren) while actively working will be granted compassionate leave of absence with pay during the next three (3) consecutive working days, one of which must be for the funeral.

- All time lost by a full-time employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. All full-time employees shall make themselves available for work for the Company during said period when they are not required to serve on the Jury. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty wherever practicable. All Jury Duty pay or Witness payments received by the employee from the Courts or otherwise, shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or Witness fees to the Company. This clause shall not apply to employees acting on behalf of themselves, or as a result of alternate employment.
- 14.07 If an employee desires a leave of absence for reasons other than those referred **to** above, he **must** obtain permission, in writing, for the **same** from **the** Company.
- Legitimate and reasonable requests for leaves of absence to extend a vacation must be for good reason and must be in accordance with the vacation schedule, these will be limited to one occasion every two years, except in emergency conditions.
- 14.09 When on any authorized leave of absence from work it is the employee's responsibility to ensure that all required permits and licenses are current and maintained.

ARTICLE 15 - HEALTH AND WELFARE

15.01 Benefits Programme Trust Fund

(a) Full-lime Bargaining Unit Employees

The Employer agrees to contribute to the Teamsters Local 419 Benefits Programme Trust Fund. The benefits will be determined by the Board of Trustees of the Teamsters Local 419 Benefits Programme **Trust** Fund.

The Employer shall contribute two hundred and sixty dollars (\$260.00), plus any applicable taxes, per month on behalf of each full-time bargaining unit employee who has completed the probationary period and who has worked any part of the month.

The company **shall forward** all Trust Fund contributions monthly, together with a list of all eligible members being reported each month within twenty (20) **days of** the end of the work month. The Union may file a grievance with the Employer if contributions are not remitted by the due date.

The Company agrees **to** provide **any** other forms or reports, or information **as** required **for** the proper administration of the plan by the Board of Trustees upon request.

(b) Applicable Taxes

The employer shall be responsible for any provincial **and/or** federal taxes that are due and payable on the Health and Welfare contributions.

(c) **UIC** Registration

The Weekly Indemnity benefit will be registered as an eligible program with UIC. The employer shall be responsible for the registration of the plan with Canada Employment and Immigration. 5/12 of the UIC rebate shall be payable annually to the Trust Fund. Such amount to be used to fund the cost of upgrading the Weekly Indemnity Plan to satisfy the UIC requirements of a registered plan.

(d) Extension of Benefits for Non-compensable or Compensable Disability or Injury

The Union shall maintain Health and Welfare benefits by the company contributing the contributions rate defined in this Agreement to the Teamsters Local 419 Benefits Programme Trust Fund for any disabled employee in accordance with Bill 162 of the WSIB act.

(e) Extension of Benefits due to Layoff

The company shall continue Welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Teamsters Local 419 Benefits Programme Trust Fund for any member who **is** laid off. Benefits will continue for 3 calendar months following the date of lay off.

(f) A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 1. The Company is only responsible for the monthly contribution as described above.

15.02 Benefits for Retired Employees and Eligible Dependents

Each retiring member who retires on or after June 1, 2001 and has met the eligibility of 5 years of participation in the Plan **and** is between age 60 and 65 at retirement shall be eligible for the Teamsters Local 419 Benefits Programme Trust Fund as described in Schedule 2. The spouse of **a** deceased member may continue coverage for a maximum of twelve (12) months following the death of the spouse provided the spouse remits the required contributions plus applicable taxes, The programme shall be administered by the Board of Trustees for the Teamsters Local 419 Benefit Programme Trust fund.

A general description of such benefits, terms and conditions, for information purposes only, are described in Schedule 2. The Company is only responsible for the monthly contributions as described in Article 15.01 herein.

(a) The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of One Hundred Thousand (\$100,000.00) **Dollars.**

15.03

(b) Supplemental Worker's Compensation

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

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

- Full-time employees shall be granted forty-eight (48) hours paid sick time per year, after completing the probationary period, subject to the following conditions:
 - (a) The Company will grant full-time employees 48 hours paid sick each January 1st, to be paid out the beginning of December, and employees who are sick in December, who have already received the sick pay, will not be paid twice.
 - (b) Any unused sick time shall be paid for after November 30. It is agreed that this payment shall occur in the first pay period ending in December.
 - (c) It shall be payable on the first day of sickness, based on your scheduled **shift**.
 - (d) It is agreed that any employee who books off work and who agrees to work his scheduled day off in that week will not be paid overtime.
 - (e) Sick leave can be **utilized** to offset Weekly Indemnity. Employees must specifically request this.

- Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. When a medical examination is required by the Company, the following conditions shall apply:
 - (a) If an employee takes a medical examination, it will be during his normal working hours, and he shall be paid for the time involved and thus not lose any **pay as a** result of his taking a medical examination.
 - (b) In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses is required by any agency to take a medical examination to verify his right to drive such motor vehicle coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Company shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.
- 15.06 In the event an employee is injured while at work and unable to continue work, his pay shall continue for the remainder of his scheduled hours of work for that day.
- 15.07 **The** Company **shall provide** the employee **and** steward with **a copy** of the form "7" in the event of a compensable accidental injury.
- The Company will not unduly request a medical examination while an employee is off on Worker's Compensation until he indicates that he is prepared to come back to work. Any examination requested of an employee who is off on sick leave shall only be to determine if or when he will be able to return to work. The employee will be notified well in advance of any such request for a medical examination, and if necessary, the Company will provide transportation.
- When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments to which he is entitled under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Company reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Company, which examination shall be paid for by the Company.

The Company will make every effort: **possible** to locate a suitable position for an employee deemed physically incapable of performing his regularly assigned duties. Should an employee be re-classified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:

- i) be placed on lay-off (**medical** leave of absence without pay);
- qualify for participation in any of the employee benefit programs to which he is entitled as a participating member;
- iii) qualify for Workers Safety **and** Insurance Board payments if his incapacity resulted from an on-the-job illness or injury.
- Medical Leave when an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company (as soon in advance as possible and preferably with a minimum of two (2) hours' notice in advance of his actual starting time) so that adequate replacement may be made If necessary. Employees must keep the Company and the Union notified of their correct address and telephone number at all times.
- It **is** required that employees **on** sick or injury leave advise the Company **as** to their availability to return to work with as much advance notice as possible for scheduling purposes and preferably with **a** minimum of twenty-four (24) hours' notice in advance of availability.
- 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 (35%) percent or more YMPE in each of two (2) consecutive calendar years.

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

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

The **Company** agrees that it will not take a contribution holiday during the term of this Agreement in respect of the members covered by this Agreement.

The Company agrees to provide to the Union or their designated consultant, the following documents:

- Trust Agreement
- Plan text and amendments
- Investment manager reports quarterly
- Actuarial valuations and cost certificate to be prepared at least every three years

Summary monthly custodian statements

The company agrees to pay the Union \$2,500 per annum to pay for the Union's actuary/consultant to review the above documents.

Employees as of September 1, 2004 who are members of the Company Pension Plan shall join the new Company DC Pension Plan and will not earn any benefits for membership service in the Company Pension Plan on or after September 1, 2004. Employees who are not members of the Company Pension Plan as of September 1, 2004 and employees who are hired on or after September 1, 2004 shall join the Company DC Pension Plan after twenty-four (24) months of employment provided the employee has earned thirty-five per cent (35%) or more of the YMPE in each of two (2) consecutive calendar years.

The Company Pension Plan and the Company DC Pension Plan are summarized and written into the Collective Agreement in Schedule 3 and Schedule 4 respectively.

ARTICLE 16 - TRAINING

- Employees **shall** be encouraged to learn the duties of other positions and every opportunity **shall** be afforded them to learn the work of such positions in their own time, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned dulies. The supervisor may, **for** this purpose, arrange with the interested employees to exchange positions for temporary periods without affecting the **rates** of pay for the employees concerned.
- Training will be paid at the employee's applicable rate of pay **as** per the Collective Agreement.
- The Company, upon prior approval of the Manager, will reimburse those employees who have taken an approved First Aid course and

provide proof of successful completion of same,

Any newly hired employee will have at least sixteen (16) hours training. It is understood that this will include the time involved in procuring the Firearms Proficiency Certificate (to be counted as eight (8) hours) and eight (8) hours of job training before he shall work on an armoured vehicle. For the second eight (8) hours, he will be paid according to Article 17.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

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

For all purposes herein, any shift which, during the regular work week, starts:

- On or after 12:00 noon and before 7:00 p.m. shall be an "afternoon shift" and shall be deemed wholly and only to be a shift on the day on which it starts;
- At or after 7:00 p.m. and before midnight **shall** be **a** "night shift" and shall be deemed wholly and only to be **a** shift: on the day immediately following the day on which it starts;
- At or after midnight and before or at 3:00 a.m. shall be a "night shift" and any other shift shall be a "day shift".
- For **a** five (5) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of eight (8) hours in **a day** and/or forty (40) hours in **a** week, and for all hours worked on the sixth or seventh **day** of the employee's

regular work week.

- (b) For a four (4) day work week employee, overtime pay will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in **excess** of ten (10) hours in a day and/or forty (40) hours in a week, and for all hours worked on the fifth, sixth and seventh day **of** the employee's regular work week.
- (c) For three (3) day work week employees, overtime will be provided at one and one half (1.5) times the applicable hourly rate for all hours worked in excess of 12 or 13 hours

in a day and/or forty (40) hours in a week, and for all hours worked on the fourth, fifth, sixth and seventh day of the employee's regular work week.

- (d) Any full-time employee requested to work on his rest day shall be guaranteed a minimum of four (4) hours pay at the applicable rate of pay.
- 17.03 Every employee will be entitled to an unpaid one-half (1/2) hour off to eat lunch on any shift of five (5) hours or more, Should the employee be requested not to exercise his right to a lunch period, then the one-half (1/2) hour will be counted as time worked and will be counted in his total hours for that day. All Crew members must take their lunch at the same time. ABM Service Crews are required to call in to request a lunch break, This shall be granted any time between the 4th and 6th hours of the shift.

All employees **shall** be allowed to take a fifteen (15) minute rest period during the first four (4) hours of any shift and **a** fifteen (15) minute rest period during the second four (4) hours **of** any shift. If employees work twelve (12) hours, they are entitled to three (3) fifteen (15) minute) breaks. Such rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the armoured car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the armoured **car** and at times when the making of such stops will interfere with the Company's obligations to the customer.

- Unless laid off according to his seniority, an employee shall be guaranteed 40 hours, exclusive of overtime, providing that he is available and able to perform work during the whole of his regularly scheduled work day and week.
- Overtime shall be assigned in order of seniority by department, providing the individual has the qualifications, ability, and is available to perform the work. Employees wishing to work overtime will sign the departmental overtime sign-up list once each week. Failure to sign the list means employees are not available for overtime. If the original sign up sheet is exhausted, overtime will be assigned to the other department sign up sheets if the employees are qualified in the following order:

CIT DAYS	CIT NIGHTS	INPLANT	ABM SERVICE
CIT NIGHTS	CIT DAYS	CIT DAYS	CIT NIGHTS
ABM SERVICE	ABM SERVICE	CIT NIGHTS	CIT DAYS
INPLANT	INPLANT	ABM SERVICE	INPLANT

Overtime shall be voluntary

Subject to the seniority provisions above, a weekly schedule of work showing the days of work, days off, starting times **and** run assignments for all full-time employees will be posted by 3:00 p.m. on Thursday of the preceding **week**, except when a Holiday occurs during such week, in which case the schedule shall be posted by 3:00 p.m. on Friday. Once posted, the schedule shall remain posted for the entire week, and any changes made will only **be** to adjust for absenteeism, tardiness and emergencies, and to correct apparent errors.

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

There will **be a** minimum of eight (8) consecutive hours of rest in a twenty-four (24) hour period. **A** minimum of six (6) hours shall **be** scheduled per shift.

17.08 Overtime Before Vacations

An employee leaving on vacation shall be eligible **for** work in the week before his vacation commences. He **shall be** ineligible for further work until Sunday midnight after **his** vacation.

17.09 Employees are required to complete all runs assigned to them and shall be required to work whatever time is necessary to complete the originally assigned run.

ARTICLE 18 - NO DISC LIMIN

The Company and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence or sexual orientation, in accordance with the provisions of the Human Rights Code, 1981.

ARTICLE 19 - BULLETIN BOARD

- 19.01 The Company agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees.
- 19.02 The following items must be posted on each such Notice Board:

- a) A copy of this Agreement; and
- b) Seniority list to be revised by the Company every three (3) months.

ARTICLE 20 -HEALTH & SAFETY

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

answer the radio or telephone in the event *of* an emergency while there are crews on the road engaged in regularly scheduled work. The Company will make reasonable provisions to cover special runs, and/or any night time Airport runs.

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

20.10 SAFETY COMMITTEE

The Company shall ensure that the Safety Committee established in accordance with the appropriate regulations meets at least on a monthly basis, provide appropriate parties with minutes, and take action on items mentioned that need to be corrected.

- 20.11 Minimum of two (2) people on **an** armoured car crew.
- The Company will appoint a qualified person to check and maintain all pistols and shotguns for operational safety.
- 20.13 The Company will issue to all employees the Operating Procedure for street operations, i.e. safety and security.
- 20.14 All Company vehicles **will** be equipped with appropriate communication **devices**. The parties agree that there will be no abuse of their use.
- Any Highway run regularly scheduled for more than fifteen (15) hours **shall** become an overnight run. There shall be two (2) qualified drivers on **any** overnight run, paid accordingly. **Any** CIT run schedule over fifteen (15) hours without an overnight stop shall have a three (3) person crew,
- 20.16 If any employee does not have a pistol permit he shall only work on **a** three (3) person crew and **shall** carry a shotgun.
- No employee will be required to work out of a vehicle for which there is no fixed seat and seat belt.
- The Company will make **all** attempts to insure that there is communication between crews and **base** at all times.
- 20.19 No driver **shall** be required **to** violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for

parking violations made in accordance with instructions from the Company, the Company shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48)hours and if not so delivered, the Company **shall** not be responsible for the payment thereof.

- 20.20 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at trafic stop signals, improper traffic driving and reckless driving.
- 20.21 The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or any scales, and is fined, the Company shall pay such fines.
- 20.22 All new armoured vehicles shall be equipped with air conditioning and hydraulic seats or air-ride seats.
- It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to complete vehicle inspection forms, and to report promptly in writing to the Company, all defects in equipment. It shall be the duty of the Company to maintain all vehicles In safe operating condition in accordance with the applicable regulations. The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for, all decisions with regard to the roadability of equipment shall rest with a qualified and licensed motor vehicle mechanic, and may be subject to the grievance procedure.
- Employees **shall**, immediately or at the end of their shift, report all defects of equipment to the Company. The reports shall be made on **a** suitable form furnished by the Company, and shall be made in multiple copies, one copy of which is to be retained by the employee.
- 20.25 Drivers will be responsible for checking their vehicles before leaving the barn,
- Vehicles will be washed and cleaned by truck employees as necessary.
- 20.27 All Drivers must produce a valid Driver's Licence once per year (a

letter of understanding shall be formulated for employees who lose their licence for other than medical reasons).

ARTICLE 2 1_ PROTOCOL,

21.01 POLYGRAPH

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

ARTICLE 22 = DURATION OF AGREEMENT

22.01 This Agreement shall become effective as of May 1st, 2004 and shall remain in effect in full accordance with the provisions of the Canada Labour Code Part I as amended up to and including April 30th, 2007, and shall thereafter continue in full force and effect from year to year unless written notice is given by one party to the other at least ninety (90) days prior to the above termination date or to any anniversary date thereof requesting that the Agreement be either changed, modified, amended, or cancelled.

DATED **AT MISSISSAUGA** THIS 20TH DAY OF **MAY**, 2004

Securiçor Cash Services.	Canada Council of Teamsters
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Paul Murray - Co-chair	Shawn Korman - Co-chair
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Michael Taylor	Jim Chalmers Co-chair
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APPENDIX "A"

(Ref. Clause 2.02 Casual Employees)

- A-1 Casual employees who work more than 24 hours in a month shall be required to pay an amount equal to the monthly Union dues paid by full-time employees, pursuant to Clause 4.03 of this Agreement, except that he shall not pay initiation fees.
- A-2 The purpose of casual help is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignment.
- A-3 Seniority for casual employees shall be for the purpose of promotion or to be hired for a full-time position.
- A-4 Casual employees will be paid for the hours worked and will be paid overtime after forty (40) hours.
- A-5 The use of casual employees shall not result in the **lay-off** or reduction of regular hours (forty hours) worked of any bargaining unit employees.
- A-6 Casual employees shall not be used while bargaining unit employees are on lay-off until said employees are first offered recall to work.
- A-7 Casual employees will only work overtime after all full-time employees have been offered the overtime opportunity first.
- A-8 Casual employees will:
 - a) be granted the rest period **as** set out in Article 17.03 of this Agreement;
 - b) receive vacation pay as determined under the Federal Labour **Code and** such vacation pay shall be **paid on** the casual employee's normal pay each two (2) weeks;
 - c) receive paid holidays **as** set out in Article 10 of this Agreement if the requirements of statutory holiday under the Canada Labour Code have been met;

- d) be entitled to overtime pay **as set** out in Article 17.02 of this Agreement;
- e) be entitled to file grievances according to the grievance and arbitration procedures of this agreement.
- A-9 A casual seniority list shall be placed on the bulletin board and will be revised by the Company every three (3) months. Copies of these lists shall be forwarded to the Union office.
- A-10 Casual employees shall be paid at ninety (90%) per cent of the regular wage rate of the classification they are working except for in Toronto, Hamilton, Burlington and Oshawa CIT casual which rates will be as per 9.01 (a).
- A i1 Casual route employees shall be provided with a clothing allowance as described in Article 9.05 (a)

A-12 Bullet Resistant Vests

The Company shall reimburse casual employees with fifty per cent (50%) of the cost of an approved bullet resistant vest, with an original receipt, up to a maximum of two Hundred (\$200.00) Dollars once every three (3) years. Reimbursement will be at One Hundred (\$100.00) Dollars after twelve (12) months **and** the second One Hundred (\$100.00) Dollars after twenty-four months.

- A-I3 Whenever forty (40) hours of work per week shall be regularly available to a single casual employee in excess of the regularly scheduled work then guaranteed to full-time employees in five (5) or less consecutive days and exclusive of relief work performed for employees who are absent or on vacation or job posting and exclusive of seasonal work, over a period of four (4) consecutive weeks, then another employee will be added to the full-time list. This employee will be the senior qualified casual employee who has indicated a desire for full-time employment, if any. Scheduled shifts within seven (7) days need not be consecutive.
- A-14 For the purpose of this Appendix, part-time employees, casual employees, students and temporary agency employees shall all have the same meaning when either term is used.

APPENDIX "B"

JOINT LABOUR/MANAGEMENT CONSULTATION MEETINGS

Objective:

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

1. Purpose and Commitment:

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

2. <u>structure of Committee</u>:

For the Company For the Union

Branch Manager All Branch Stewards

Either party may request guests pertinent to subject matter.

3. Limitations:

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, nor to settle grievances arising under the Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

4. Protected Environment:

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

5. Agenda:

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

6. Method of **Keepina** Minutes:

Preparation of Minutes of each meeting will be the responsibility of the Branch Manager. Approval for distribution of the Minutes will be the responsibility of the Committee at the conclusion of each meeting. The Minutes will contain a description of the topic and the action agreed upon. The discussion of the merits of the topic is not a proper matter for inclusion in the Minutes. The Minutes will be circulated to all members of the Committee and signed by the cochairs prior to being posted on the bulletin boards within one (1) week Following the Committee meeting.

7. Chair Responsibility:

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

APPENDIX "C"

TORONTO BID AND BUMP GUIDELINES

Regular full-time personnel, CIT Nights, CIT Days, and ABM Servicers shall bid for the assigned blocks of runs under the terms and conditions hereinafter set forth:

1. In November of each year, to be implemented in January of the following year, ail regular full-time employees (excluding cash cage/turret, coin room and vault, with the exception of two (2) vault employees who choose to go out, or two senior people who choose to go in) shall be eligible to bid for assignment to the blocks of runs set up by the Company. The Company will post all blocks of work for each department at least two (2) weeks in advance of the signup. All employees will be given a designated time to bid and will have fifteen (15) minutes to decide their preferred bid; failing that, the employee will have the right to bid again when all other regular full-time employees have bid; if the employee still wishes not to bid, then he/she will be demoted to casual.

Any employee who at the time of the **bid**, for whatever reason, who's expected date **of** return to work exceeds fifteen (15) weeks from **the** date of **bid**, shall not have **the** right to bid until the next bid period. Should the employee return to work during the bid, he will revert to the Spare status for the duration of that bid posted with that department that the employee **came** from.

CIT and **ABM** personnel by seniority **shall** be entitled to transfer at the time of **bid** to another department. Maximum unqualified shall be restricted to six (6).

- 2. Employees who bid for such blocks must be qualified (have the ability) to **perform** all duties required in the classification in which they bid.
- 3. Other Conditions:
 - (a) Revision of Runs:

In order to meet the needs of customers and improve the efficiency of the operation, runs may be changed from time to time, by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If runs shall be unusually late coming in due to breakdowns or other causes to the point that it cannot meet the Company's commitment to the customer, a crew or another run'may be assigned to extend its run and make such pick-up or perform such other duties on the late run in order to meet the obligation of the Company with respect to

the customer involved on the late run. All work assigned must be completed.

- (b) Special Assignments:

 Special assignments may, at the election of the Company, be assigned to Spare fulltime employees as described above, casual working crews; or regular runs may be re-scheduled.
- (c) Pilot Project
 On pilot project runs requested by the customer on a trial or nonrecurring basis, the Company may use Spare fulltime as described
 above, casual employees; or if an insufficient number of employees
 are available, then employees may be called to work on their
 scheduled day off.
- (d) Runs Added Due to New Work Refer to job postings Article 13.01
- (e) Runs eliminated
 In the event a run for which employees have bid shall be eliminated or taken off the street, then the employees who have bid for that run will follow the bump process.
- (9 Runs Moved to Another Branch Refer to Article 12.15.
- (g) Run Mergers
 In the event of the merger of two (2) or more runs, the senior employees on the affected runs will have first right of refusal by seniority. The remaining employees will follow the bump process.
- (h) Refusal or Removal from a Run
 The Company may refuse assignment to a run which an employee has bid, for just cause, and once having assigned **an** employee to a run, may remove such employee for just cause. The refusal or removal shall be subject to the grievance procedure. Should an employee request to be removed from his bid run for **just** cause, he shall revert to junior Spare in that department for the duration of the bid.
- 4. November of each year, full-time employees who work in the Cash Cage/Turret, Coin Room and Vault shall bid for positions within their respective departments or area of work only, by seniority, hours, shifts, and days of work.

The above employees may transfer out of these departments by job

posting only,

5. BUMP PROCESS

- (a) Any employee losing their bid position (or posting) due to a curtailment of work will exercise their seniority by bumping in order of seniority. Only employees bumped from their position shall be eligible to bump, providing the employee has the qualifications to perform all the required duties of the new position.
- (b) Any employee losing their bid position (or posting) will first bump within their department. The last employee bumped in that department will have the right to bump a junior employee in any other department, providing the employee has the qualifications to perform all the required duties of the new position.
- (c) Any employee being bumped must declare their next bump before the end of their next **shift.** Failing to **do so**, that employee will be scheduled to **an** available full-time position. If there are **no** full-time positions available, they will be reduced to casual or be subject to lay-off or may bump a junior person on the overall seniority list within the bargaining unit.
- (d) The junior overall employee bumped will have to take an available full-time position. If there are no full-time positions available, they will be reduced to casual or be subject to layoff or may bump a junior person on the overall seniority list within the bargaining unit.
- (e) Each bump will be documented and signed by the affected employees, the Union Steward and the Company Supervisor.
- (9 Each week, by 12:00 noon on Wednesday, Spare employees, in order of seniority, will select open positions on the following week's schedule. Employees that fail to select by this time will be assigned as needed, regardless of their seniority.

APPENDIX "D"

CONTRACTING OUT

The parties agree that "service work" and "cash transfer work" within Muskoka, the Elliot Lake Triangle (Elliot Lake, Espanola and Little Current and the Sault), may be contracted out subject to the following restrictions:

- (a) The work may only be performed by contractors in the geographic area identified above;
- (b) "Service work" only consists of maintenance work on ABM's. Service work does not include any cash loading or emergency cash loading. In the Muskoka and Elliot Lake Triangle, service work may only be done by a contractor on an ABM in a secure location:
- (c) The following "cash transfer work" is currently being performed by contractors"
 - i. Muskoka 25 stops/week (5 TD Banks daily, 5days/week);
 - ii. Elliot Lake Triangle 15 stops/week (3 each day at TD Banks 5 days/week);
 - iii. The Sault 20 stops/week (3 TD Banks and Brinks daily 5days/week.

In the event any of the three geographic areas has 10 or more stops/week to be done by **a** contractor in addition to the cash transfer work currently being done by the contractor in that geographic area, the Company must obtain consent from the Union as set out in paragraph 2 below:

In addition "cash transfer work" within Muskoka and the Elliot Lake Triangle may only be performed by contractors within a financial institution unless consent is granted by the Union pursuant to paragraph 2.

- 2. The Company, in order to assist the Union in monitoring the work referred to in paragraph 1, that is being done by contractors, agree to provide the Union with a listing of all work performed by contractors in Muskoka, the Elliot Lake Triangle and the Sault on a monthly basis effective April 2004. The listing shall describe the work in a manner consistent with paragraph 1 and shall show the total hours worked by the Contractors.
- 3. No work other than the work that contractors are permitted to perform under the terms of paragraph 1 shall be performed by contractors without the Union's consent as contemplated by Article 2.04 of the Collective Agreement. Effective April 1, 2004, the Company shall pay 25¢/hour for each hour worked by a contractor for whom consent has

been given (including the contractors performing work under paragraph I). If the Union does not consent, either party is entitled to have an arbitrator appointed, as set out in Article 2.04, to determine if the contracting out should be permitted, The arbitration is to be heard on the 21st day after the date of referral unless otherwise mutually agreed. The parties agree to co-operate to ensure that this time-frame is met and that the arbitration is heard on an expedited basis.

Schedule 1

SUMMARY OF WELFARE BENEFITS - SECURICOR CASH SERVICES TEAMSTERS LOCAL 419 BENEFITS PROGRAMME TRUST FUND.

Benefits for Full Time Bargaining Unit Employees

LIFE INSURANCE: All Active Members are covered for Two times basic annual earnings rounded to the nearest \$1,000. Coverage reduces by 50% at age 65 and terminates at retirement.

ACCIDENTAL DEATH AND DISMEMBERMENT: An additional amount equal to the Life Insurance. In addition, a percentage of the principle sum is payable for the accidental loss of limbs etc. in accordance with the schedule of losses as set out in the master policy.

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT: Members may elect to purchase voluntary accidental death and dismemberment in units of \$10,000 to a maximum \$150,000. Member may elect for the Spouse to purchase voluntary accidental death and dismemberment at 50% of the member's amount. Member with Spouse and dependents may also purchase voluntary accidental death and dismemberment at 40% (for the spouse) and 10% (for the child) of the member's amount.

DEPENDENT LIFE INSURANCE: Life Insurance of \$10,000 is provided for your eligible Spouse. Each eligible child (from 14 days of age) is covered for \$5,000 of Life insurance. Dependent Life coverage terminates when the member's insurance coverage terminates.

WEEKLY DISABILITY BENEFIT: all eligible active members are covered for 70% of weekly earnings rounded **to** the nearest dollar, up to the **E.I.** benefit maximum at start **of** disability. The waiting period is 40 working hours for an accident, 40 working hours for an illness, however benefits are payable from the 1st day **if** you are hospitalized for at least 18 hours. Benefits are paid to **a** maximum of 26 weeks.

LONG TERM DISABILITY BENEFIT: all eligible active members are covered for 70% of monthly earnings rounded to the nearest dollar up to **a** maximum of \$1,300 per month, Benefits are offset by the amounts you receive under WSIB only. The waiting period is 26 weeks from the date of disability. The benefit is payable to age 65. There is an all-source maximum which **is** 85% of your **gross** pre-disability earnings.

Benefits for Active Members and Eligible Dependents

Eligible Dependents are defined in the master policy and include your Spouse

(common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

EXTENDED HEALTH CARE PLAN:, Eligible expenses are covered at 100%. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan, including WSIB. There is no coverage for Semi-Private hospitalization in Canada. Coverage for out-of-Canada emergencies are covered at 100% coinsurance. Coverage terminates at retirement.

PRESCRIPTION DRUG PLAN: Eligible prescription drugs are covered at 100%. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist. The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$6.50 per prescription. A maximum of one dispensing fee of \$6.50 is payable for every 90 days' supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$6.50. Each Member will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay direct Drug Card for the Managed Health Care Drug Plan. This pay direct drug card will enable you and your dependents to have your eligible expenses processed by the pharmacist with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the master policy.

Health Practitioners charges, including x-ray charges (one x-ray per practitioner per family member), are covered up to a calendar year maximum per type of practitioner of \$500 per person, but not more than \$1,500 per family per calendar year by **a** practitioner who **is** registered and legally practising within the scope of his license as:

- **a** chiropractor, podiatrist, osteopath, naturopath, occupational therapist or
- registered massage therapist; a clinical psychologist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.
- Physiotherapist reasonable and customary charges up to a calendar year maximum of \$500 per person.

No amount will be paid for any visit for which any amount is payable under the insured person's Provincial Health Plan, unless permitted by law.

Orthopaedic Shoes (one pair per calendar year, maximum \$100)

Breast prosthesis \$150 in any 5 year period.

Artificial limbs, eyes, back and neck braces \$750 per appliance, per lifetime

OUT-OF-COUNTRY BENEFITS: 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. Out-of-Country Benefit Maximum \$1,000,000 (per lifetime). Trips are limited to a maximum of 45 consecutive days.

OUT-OF-HOSPITAL NURSING charges, paid at 80%, for private duty nursing care to a maximum of \$25,000 every 3 years, by a registered nurse (R.N.) who:

- is not **a** member of your family; and.
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialised training of an R.N.

VISIONCARE BENEFIT: Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sun glasses or safety glasses of any kind are excluded. Supplies **must** be prescribed, in writing, by an ophthalmologist or licensed optometrist and **must** be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12 month period is \$200.00 for persons under age 18, or \$200 in any 24 month period for persons over age 18. For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime.

The lifetime maximum for Extended Health Care coverage is \$1,000,000.

DENTAL BENEFITS: The Plan provides dental benefits up to the current year's Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Basic Dental Services include exams and x-rays, fillings, extractions, endodontia and periodontia. Check-ups and X-rays are limited to once every 6 months. Major Dental Services are covered at 50% and include crowns, dentures and fixed bridgework. Dentures and fixed bridgework are covered once **every** 5 years. The maximum amount payable in any one calendar year (Basic **plus** Major **services** combined) is \$2,000.

Orthodontic services are payable 50% of eligible expenses, subject to a maximum of \$2,000 per lifetime per dependent child. Orthodontic services are outlined in the master policy. Coverage terminates at retirement.

Percentage Payable

Basic Dental services are payable at 100%. Major Dental services are payable at 50%. Orthodontic services are payable at 50% with a \$2,000 lifetime maximum.

Covered Charges

Covered charges are the charges up to the amount shown in the current years' Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies, **as** described below and received while the person **is** insured, for either a disease or injury that is non-occupational.

Covered Charges - Basic Dental Services

Charges up to the benefit maximum for:

- oral **exams**, including scaling and cleaning of teeth, but not more than once every 6 months;
- topical applications of sodium or stannous fluoride but not more than one application every 6 months;
- dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- fillings;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers, including stainless steel crowns for primary teeth that have several cavities which would otherwise require fillings or which are non-restorable using normal restorative dental material;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and **gums** of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and

endodontic treatment, including root canal therapy,

Covered Charges _ Major Dental Services

Charges up to the Benefit Maximum for:

- first installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person **is** insured;
- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable dentures, if it;
- was installed at least 5 years before and cannot be made serviceable; or
- is a temporary full denture which replaces one or more natural teeth extracted wile the person is insured and for which replacement by a permanent denture is required and takes place within one year from the date the temporary denture was installed; and
- addition of teeth to an existing partial denture, if required to replace one or more natural teeth extracted while the person is insured.
- Inlays, onlays, gold fillings and crowns;
- First installation of fixed bridgework, including crowns to form abutments, to replace one or more natural teeth extracted while the person was insured,

Predetermination of Benefits

If charges for a planned course of treatment by a licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval. Failure to do so may result in **a** payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Alternate Services

If alternate services may **be** performed for the treatment of the dental condition, the maximum amount payable will be the amount shown in the Suggested Fee Guide for the least expensive service or supply required to produce **a** professionally adequate result.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic:
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of insurance, there would be no charge;
- stainless steel crowns on permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- **a** full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction;
- replacement of lost or stolen prostheses; or replacement of bridgework
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while insured, but which were finally installed or delivered after this benefit is discontinued.

Orthodontics (Dependent Children Only)

Charges up to the Benefit Maximum for:

- diagnostic procedures, including models
- therapy and appliances; and
- correction or malocclusion

NOTE: This is a description of the insurance **benefits** and not the policy. It **is** designed to tell you about the provisions of the insurance coverage which are of most general interest. **Not all** of the Plan's details are included. If you have any questions about the Plan **rules** or provisions, or if you would like to find out about any matter affecting your status **in** it, write to **the Plan** administrator

MANION, WILKINS & ASSOCIATES LTD.

230 Norseman Street, Etobicoke, Ontario M8Z 6A2
General Telephone Number: 416-234-5044
Toll Free: 1-800-263-5621 Fax Number: 416-234-9147

Schedule 2

SUMMARY OF WELFARE RETIREE BENEFITS TEAMSTERS LOCAL 419 BENEFITS PROGRAMMETRUST FUND.

Benefits for Retiree Members

Benefits for Retired Members and Eligible Dependants

Eligible Dependants are defined in the master policy and include your Spouse (common-law Spouse after one year of co-habitation) and your unmarried children under age 21 (up to age 25 if attending school).

EXTENDED HEALTH CARE PLAN: Eligible expenses are covered at 100%. There is a deductible **of** \$25 single \$50 family. Eligible expenses include the usual major medical supplies and appliances not covered by the Provincial Medical Plan or any other government plan. There is no coverage for Semi-Private hospitalization in Canada. Coverage **for** out-of-Canada emergencies **is** covered at 100% coinsurance. The out of country coverage terminates **at** age 70.

PRESCRIPTION DRUG PLAN: Eligible prescription drugs under the level 1 drugs (Ontario Drug Benefit Formulary) are covered at 100%. All other drugs not covered under the Ontario Drug Benefit Formulary are covered at 80% of the ingredient costs. Eligible drugs include drugs, serums, vaccines and insulin including needles and syringes which are legally required and which require a written prescription by a physician and are dispensed by a physician or licensed pharmacist.

The dispensing fee portion of the cost of an eligible drug is reimbursed to a maximum of \$6.50 per prescription. A maximum of one dispensing fee of \$6.50 is payable for every 90 days' supply of maintenance medications. The Teamsters Managed Health Care Drug Network includes over 400 pharmacies with a maximum dispensing fee of \$6.50. Each Member will be given a benefit description outlining the benefits in further detail, including a list of the Pharmacy Network and a Pay direct Drug Card for the Managed Health Care Drug Plan, This pay direct drug card will enable you and your dependants to have your eligible expenses processed by the pharmacist: with little or no out of pocket expenses to you.

Eligible expenses and exclusions are outlined in the master policy.

The lifetime maximum for Extended Health Care coverage is \$100,000, and an annual maximum of \$3,000 on **drugs** per person per year.

Health Practitioners charges, including x-ray charges (one x-ray per

practitioner per family member), are covered up to a calendar year maximum per type of practitioner of \$300 per person, but not more than \$1,500 per family per calendar year by a practitioner who is registered and legally practising within the scope of his license as:

- **a** chiropractor, podiatrist, osteopath, naturopath, occupational therapist or
- registered massage therapist; a clinical psychologist, or speech therapist, when treatment is prescribed by a licensed doctor (M.D.) as to duration and type.
- Physiotherapist reasonable and customary charges up to a calendar year maximum of \$300 per person.

No amount will be paid for any visit for **which** any amount **is** payable under the insured person's Provincial Health Plan, unless permitted by law.

Orthopaedic Shoes (one pair per calendar year, maximum \$100)

Artificial limbs, eyes, back and neck braces \$750 per appliance, per lifetime

Breast prosthesis \$150 in any 5 year period.

Ambulance

Hearing aids \$400 per person per ear every 36 months. \$100 per calendar year for repairs. Purchase of batteries excluded.

Dental Care for accidental injury

Assistive Devices Program (ADP) coverage co-ordinated through the ADP program

OUT-OF-COUNTRY BENEFITS: 100% for emergency medical, doctor's fees, hospital charges etc. over and above OHIP. Out-of-Country Benefit Maximum \$1,000,000 (per lifetime). Trips are limited to a maximum of forty-five (45) consecutive days.

OUT-OF-HOSPITAL NURSING charges, paid at 100%, for private duty nursing care to a maximum of \$5,000 every 3 years, by a registered nurse (R.N.) who:

- is not a member of your family; and.
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability

that requires the specialised training of an R.N.

VISIONCARE BENEFIT: Charges for contact lenses, or for lenses and frames for eyeglasses, and their replacement, provided there is an actual need for a change in their magnifying strength. Sun glasses or safety glasses of any kind are excluded. Supplies must be prescribed, in writing, by an ophthalmologist or licensed optometrist and must be dispensed by a licensed optometrist or qualified optician. The maximum amount payable in any 12 month period is \$150.00 for persons under age 18, or \$150 in any 24 month period for persons over age 18.For contact lenses, only if vision can be improved to at least the 20/40 level, the maximum is \$200 per lifetime.

Health benefits exclude government deductibles of \$100 Single, \$200 Family and government dispensing fee at age 65.

DENTAL BENEFITS: The Plan provides dental benefits up to the prior years' Ontario Dental Association (ODA) suggested fee guide. Basic services are covered at 100%. Major services payable at 50% for dentures only. There is a deductible of \$25 single \$50 family. Basic Dental Services include exams and x-rays, fillings, extractions, endodontia and periodontia. Check-ups and X-rays are limited to once every 9 months. The maximum amount payable in any one calendar year for Basic and Major services is \$1,000.

Dental Benefits

Percentage Payable

Basic Dental services are payable at 100%. Major Dental services for dentures benefits are payable at 50%. An annual deductible of \$25 single \$50 family applies.

Covered Charges

Covered charges are the charges up to the amount shown in the prior years' Ontario Dental Association Suggested Fee Guide for needed dental care, services or supplies, as described below and received while the person is insured, for either a disease or injury that is non-occupational.

Covered Charges - Basic Dental Services

Charges up to the benefit maximum for:

- oral exams, including scaling and cleaning of teeth, but not more than once every 9 months;

- topical applications of sodium or stannous fluoride but not more than one application every 9 months;
- dental x-rays, except that bite-wing x-rays are limited to one set every 6 months;
- fillings;
- extractions;
- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers, including stainless steel crowns for primary teeth that
 have several cavities which would otherwise require fillings or which are nonrestorable using normal restorative dental material;
- repair, relining or rebasing of dentures;
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

Covered Charges - Major Dental Services

Charges up to the Benefit Maximum for:

- first installation, including adjustments of partial, permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person **is** insured;
- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable dentures, if it;
- was installed at least 5 years before and cannot be made serviceable; or
- is a temporary full denture which replaces one or more natural teeth extracted while the person is insured and for which replacement by a permanent denture is required and takes place within one year from the date

the temporary denture was installed; and

- addition of teeth to **an** existing partial denture, if required to replace one or more natural teeth extracted while the person is insured.

Predetermination of Benefits

If charges for a planned course of treatment by **a** licensed dentist would exceed \$300.00, proposed details and x-rays should be submitted to the Plan Administrator for approval, Failure to do so may result in a payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist

Alternate Services

If alternate services may be performed for the treatment of the dental condition, the maximum amount payable **will** be the amount shown in the Suggested Fee Guide for the least expensive service or **supply** required to produce a professionally adequate result.

Schedule 3

SUMMARY OF PENSION PLAN

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

The following is a **summary** for general purposes only; for specific terms of the Plan, reference should be made to the actual Plan itself - copies **of** which are available from the Secretary **of** the Company, at 1764 West 7th Avenue, Vancouver, B.C.

1. Eligibility

All employees of a Company or of a designated group within a Company not covered by another Company sponsored pension plan are eligible to participate. Employees who were members of the plan at December 31, 1986 continue to participate. New employees hired after 1986 and employees otherwise not covered at December 31, 1986 become members as follows:

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

Effective September 1, 2004, no employee will join the Company Pension Plan.

Employees who are members of the Company Pension Plan as of September 1, 2004 will become members of the Company DC Pension Plan (as described in Schedule 4) 'and earn benefits in that Plan for pensionable service on and after September 1, 2004. They will continue to be

eligible for benefits in the Company Pension Plan *for* pensionable **service** prior *to* September 1, 2004.

2. Contributions

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

3. Credited Service

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

4. Normal Retirement

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

5. Early Retirement

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

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

Percentage of Normal Retirement Benefit Retirement with Company Consent

	Early	If Age 60	If Age 55
	Retirement	With 15	With 10
Age	Unrestricted	Years	Years
64	93.3	100%	96%
63	86.7	100%	92%
62	80.0	100%	88%
61	73,3	100%	84%
60	66.7	100%	80%
59	60.0	N/a	76%
58	53.3	N/a	72%
57	46.7	N/a	68%
56	40.0	N/a	64%
55	33.3	N/a	60%

6. Amount of Retirement Benefit

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

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

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

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

The "average YMPE" means the average of the Year's Maximum Pensionable Earnings under the Canada/Quebec Pension Plan for the same years used to calculate your Final Average Salary. "Final Average Salary" means the average of your earnings in the five consecutive calendar years of highest earnings during the 10 calendar years immediately preceding your retirement date,

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

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

calculating benefit amounts.

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

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

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

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

7. Normal and Optional Form of Pension Payments

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

However, if you are married or party to a common-law relationship at the date of your retirement, Federal pension laws require that the pension be paid in a form which continues to your spouse after your death, for the

rest of his/her life, in an amount not less than 60% of the pension you were receiving. Your initial pension will be reduced on an actuarial basis to reflect this requirement. Your **spouse** may waive his/her rights to **this** entitlement by completing a prescribed form, in which case you may receive the pension in the normal form.

8. Termination of Employment Before Retirement

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

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

- your new employer's pension pian, provided that pian is willing to accept such a transfer; or
- a "locked-in" RRSP ("locked-in" means that it cannot be cashed out and must be used to provide a lifetime pension); or
- **to** purchase an immediate or deferred lifetime annuity.

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

Where the pension exceeds the above limit for cash settlements, but its value remains below another prescribed limit (currently \$3,050), the Company may require that you transfer **the** value **of** your pension to one of the arrangements described above, in full settlement of your rights under the Plan.

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

9. Total Disability

If you become totally, and permanently disabled prior to your normal retirement date, you will continue to accrue credited service while you are receiving benefits from a disability plan provided by the Company.

When such disability benefits cease, you will be deemed to be terminated and your pension entitlements, if any, will be determined at that time.

10. Death Before Retirement

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

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

Death benefits may become payable if:

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

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

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

Under the Federal pension legislation, a spouse means

- (a) if there **is** no person described in paragraph (b), a person who is married to the member or former member or who is party to a void marriage with the member or former member, or
- (b) a person of the opposite **sex** who is cohabiting with the member or former member in **a conjugal** relationship at the relevant time,

having **so** cohabited with the member or former member for at least one year,"

11. Death After Retirement

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

12. Administration of Plan

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

13. Integration with RRSP

The benefits payable from this plan are in addition to retirement benefits you may receive from other sources. However, the amount you can contribute to your personal Registered Retirement Savings Plan (RRSP) is affected by your participation in the Company pension plan. Starting in 1991 the Company will report a "pension adjustment" (PA) on your T4 slip each year. This PA is an amount that is based on the pension that is deemed earned in the plan during the year; it is calculated according to a complex formula by steps described in the Income Tax legislation. Your total RRSP contribution limits are inclusive of the PA's deemed under the Company's plan. Also starting in 1991, the Government will assist in calculating' your RRSP limits for you and will provide you with this information late each year, based on your T4's and tax return for the year.

14. Claims or Questions

All claims or questions should be referred to the Trustees who may be contacted at 1764 West 7th Avenue, Vancouver, B.C.

SCHEDULE "4"

SECURICOR CANADA DEFINED CONTRIBUTION (DC) PENSION PLAN

Securicor to establish a new defined contribution pension plan (Securicor DC Plan) for members of the Ontario Teamster bargaining unit with the following features:

1. Effective Date – September 1, 2004

2. Eligibility

- (i) members of the Securicor Canada Limited Pension Plan (Securicor Plan) become members of the Securicor DC Plan on September 1, 2004.
- (ii) bargaining unit employees not currently members of the Securicor Plan and new hires shall join the Securicor DC Plan after completion of two years of employment.

3. Contributions

The Company will contribute \$160 per month for each full-time member of the bargaining unit prior to the end of each month.

The contributions will **be** credited to **a** separate account established for each member and the member **will** determine how **his** account **will** be invested within a selection of investment funds available from Scotia McLeod.

The contribution rate will increase to \$165 per month, effective May 1, 2005 and to \$170 effective May 1, 2006.

No member contributions are required.

4. Vesting

Company contributions are 100% vested after completion of two years of service.

5. Disability

Company contributions will continue at the rate in effect for members who are **disabled**.

6. Current Plan

Employees who join the Securicor DC Plan will continue to be eligible for pension benefits in the Securicor Plan based on their pensionable service to September 1, 2004. The amount of benefit will be calculated on their final average earnings at the time of their retirement, death or termination of employment.

They will continue to be eligible for all other benefits and options in the Securicor Plan, except that the amount of the benefit will be determined based on their pensionable service to September 1, 2004.

7. Expenses

All expenses of establishing and operating the Securicor DC Plan shall be paid by the Company. No expenses shall be paid by the employee or charged against his pension account.

8. Investment Options

The employees will be provided with sufficient information on the various funds available for the investment of their contributions at the commencement of the Securicor DC Plan and on a regular basis thereafter. Investment advice will be available to the employees as they require from Scotia McLeod.

9. Benefit on Retirement, Death or Termination of Employment

The benefit provided on the member's retirement, death **or** termination of employment shall be the value of the member's pension account. Payment options shall be in accordance with those allowable under the Ontario Pension Benefits Act and the Income Tax Act.

Securicor Canada Group Registered Retirement Savings Plan (Group RRSP)

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

Effective Date: September 1, 2004

Eligibility: Bargaining unit employees who are members of the Securicor

Canada Limited Pension Plan and who are age 50 or over as of

September1, 2004.

Contributions: The Company will contribute an amount for each eligible member

per month, calculated as a percentage of the contribution being made for that month to the Securicor DC Plan based on the

members **age** at the beginning **of** each month **as** follows:

Age Percentage 50 20% 51 40% 52 60% 53 80% 54 or older 100%

The contributions will be deposited in the member's registered retirement savings plan (RRSP) with Scotia McLeod. The member will determine how his RRSP will be invested within a selection of funds available from Scotia McLeod.

Disability: Company contributions will continue for members who are

disabled at the amount in effect as if they were active members.

Expenses: All expenses of establishing and operating the Group RRSP shall

be paid by the Company. No expenses shall be paid by the

employee or charged against his RRSP.

Benefits on Retirement Death or Termination

Of Employment: The benefit payable will be the **value** of the member's RRSP.

Member will not be allowed to cash in or transfer their RRSP while

employed by the Company.