

# Collective Agreement

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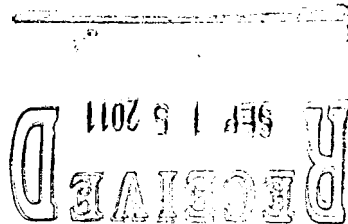
BETWEEN

UNITED STEELWORKERS  
LOCAL 9342

AND

G4S CASH SERVICES (CANADA) LIMITED

July 31, 2007 to July 31, 2010



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THIS AGREEMENT entered into this 19th day of March, 2008.

BETWEEN: G4S CASH SERVICES (CANADA) LIMITED  
In the Province of Newfoundland and Labrador

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: UNITED STEELWORKERS LOCAL 9342

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

### **Preamble**

The purpose of the Agreement is to provide a clear and mutually beneficial working relationship between the parties, to arrange and maintain fair and equitable earnings, labour standards, wage rates and working conditions, to obtain efficient operations, to protect the safety and health of employees and to provide an orderly procedure for the adjustment of disputes which may arise between the parties hereto.

The Union as well as the members thereof, agree at all times as fully **as** it may be within their power, to further the interests of the Armored Car industry and **of** the Employer's at all times while this Collective Agreement is in force.

The Employer, in turn, agrees to recognize and respect the Union's role in furthering the interests and welfare of the employees as well as the Union agrees to recognize and respect Management's role in running a profitable and efficient business.

### **Article I – Definition and Recognition**

- 1.01 The Company recognizes Local 9342 of the United Steelworkers as the sole and exclusive bargaining agent for all employees of G4S Cash Services (Canada) Ltd., in the Province of Newfoundland & Labrador, excluding management, sales and office staff.
- 1.02 In the event that an employee performs work covered by the bargaining unit and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall immediately negotiate a classification and wage rate. If the parties cannot agree to the establishment of such new classification, either party may submit the issue or issues to arbitration as herein provided.
- 1.03 The Employer further agrees they will not negotiate or make any arrangement with any individual or any group other than the United Steelworkers Local 9342 regarding terms and conditions of employment of members of (said Union).

- 1.04 Regular full-time employees are those employees who are regularly scheduled for and guaranteed eighty (80) hours of work bi-weekly period exclusive of absenteeism.
- 1.05 Regular part-time employees are those employees who are not regularly scheduled for eighty (80) hours bi-weekly, but are available to work for the employer at all times and make the employer their principal place of employment and who are regularly scheduled sixty-four (64) hours bi-weekly exclusive of absenteeism. Regularly working sixty-four (64) hours will be measured **as** consistently working sixty-four (64) hours bi-weekly exclusive of absenteeism for at least a ten (10) week period.
- 1.06 Casuals are part-time help neither regularly scheduled for nor guaranteed work. Further clarification of casual status is provided in Appendix "B".
- 1.07 Remote employees are employees employed in remote areas of the province to service ABM machines on the terms and conditions and pay scale outlined in Appendix "A" of this Agreement.
- 1.08 This Agreement is gender neutral.

## **Article II – Management Rights**

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

- 2.01 The right to hire, transfer, promote, demote, classify, lay off, suspend, discharge, or otherwise discipline employees for just and sufficient cause.
- 2.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 2.03 The right to reduce overtime hours wherever and whenever possible.
- 2.04 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.

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

## **Article III – Contracting Out & Persons ~~are~~ from Bargaining Unit**

- 3.01 No existing unionized work will be subcontracted unless agreed between the Employer and the Union prior to subcontracting. Failing agreement the matter will be referred to arbitration. The arbitration decision will be final. No work will be subcontracted until the arbitration decision is known.

- 3.02 Non-bargaining unit personnel shall not perform bargaining unit work except in the case of an emergency, **or unforeseen customer impact** when the regular employees are not available. The Employer will be entitled to utilize such personnel provided it does not affect the integrity of the bargaining unit or the hours of work or the overtime of bargaining unit members.
- 3.03 A grievance alleging a violation of Article III, Paragraph 3.02 may be filed directly at Stage Two of the grievance procedure.

#### **Article IV – Union Security**

- 4.01 Every employee within the bargaining unit shall, as a condition of employment, sign a card to join the Union and a card authorizing the Employer to deduct Union dues as specified in the constitution of the United Steelworkers of America. **Employees must be in good standing of the union or be removed from the workplace until they become members in good standing with the Union.**
- 4.02 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 4.03 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station A, Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a complete dues remittance form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the United Steelworkers of America, 236 George St., Moncton, NB E1C 1W1.
- 4.04 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of the dues deducted.
  - b) A list of the names of all employees from whom no deductions have been made and the reasons.
- 4.05 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance of this Article.
- 4.06 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee the previous year.
- 4.07 The Employer agrees to print and provide a copy of this Agreement to each employee during the term of this Agreement.

- 4.08 It is the responsibility of the individual employees to inform the Union **of** any change in phone number and or address. The Employer will not be responsible to enforce this clause.
- 4.09 The Employer will provide all new employees **as** part of their orientation package a Union supplied letter stating the contact information of all Union representatives. This letter will be subject to management approval.
- 4.10 No Union representative shall be discriminated against on the basis of their union position.

#### Article V - No Strike or Lockout

- 5.01 It is agreed by the parties hereto, that during the life of this Agreement or while negotiations for it's amendment, renewal, or any proposed additional amendments are in progress, there shall be no illegal strikes, slowdowns, stoppages of work or other interference with production by the employees hereby covered; nor **any** lockout by the Employer.

#### Article VI - Union Representatives

- 6.01 Union Representatives shall be appointed or elected as the Union so wishes, to see whether the members of the Union and the Employer follow the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Union Representatives for lawful Union activities, and the Union Representatives shall not let their duties unduly interfere with their regular work assignments.

The Union shall have the right to a maximum of one Steward and one OHS Representative for route, one for in-plant, one for Comer Brook, one for Gander, one remote and one unit chair. The Union will provide this list in writing to the Employer.

- 6.02 Union Stewards shall be permitted to take up grievances during work hours without loss of pay. Such time shall not unduly interfere with their normal duties.
- 6.03 (Local Union Officials) will not suffer any loss of pay while in meetings with the Company.
- 6.04 The Staff Representative of the United Steelworkers of America will be admitted to the Company premises for the purpose of meeting Local Union Officials, Company Management or dealing with matters arising out **of** the administration of the Collective Agreement, on prior notification to the Company. The Staff Representative shall have no access to the secure area of the Company premises.
- 6.05 The Unit Chair and up to four **(4)** stewards will be paid straight time while attending Joint Labour Management meetings. Such meetings will be held no less frequently than once per quarter.

- 6.06 Other than provided for above there will be no union business conducted during working hours.

## **Article II – Discipline & Discharge Procedure**

- 7.01 The Employer shall provide the training and assistance required to employees in meeting the required performance and behavioural standards that ensure optimal customer service and safety, with respect and dignity in the workplace being the goals. However, this may include progressive disciplinary action. The Employer agrees to carefully investigate and communicate in a timely and fair manner with the employee(s) and their Union representative in order to attain the appropriate corrective results. Notice of disciplinary action, including discharge, shall be given in writing within ten (10) working days of the time the Employer has determined there was an infraction. The Union recognizes the Employer's right to discipline employees when done in a reasonable and equitable manner.

Disciplinary meetings will be scheduled with the employees to discuss this allegation. A steward, of the employee's choice, will be present at any disciplinary meeting unless the employee has signed a disclaimer to say that he knows they are entitled to representation, but ~~has~~ declined said representation. If the steward of the employee's choice is not available when the meeting is scheduled then an alternate steward who is available will be selected by the employee. The Employer will make every attempt to utilize the employee's first choice of steward.

Employees (and the Union) shall receive a copy of any verbal, written or disciplinary letters placed on their files.

- 7.02 Disciplinary records will remain in the employee's file for six (6) to twelve (12) months (see Chart 7:02 – A). All action will be progressive from each previous incident of a similar nature.

### **CHART 7:02 – A**

(1) Verbal counselling	6 months
(2) Written reprimand	9 months
(3) Written reprimand – Security Infraction	12 months
(4) Disciplinary suspension	12 months

- 7.03 Where an employee works for the total consecutive months indicated in Chart 7:02 – A, with no further disciplinary measure of a similar nature imposed upon him/her, then all disciplines pre-dating the last discipline record will be deleted from his/her employment record.
- 7.04 An employee, on request, will be permitted to review his/her employment record but he/she shall not remove any material from such record nor in any way attempt to alter the record except through the grievance procedure. A written request with 2 working days notice will be provided to management prior to viewing.



- 7.05 All settlements arrived at between the representatives of the Union and the Employer, at any stage of the grievance procedure shall be in writing and shall be final and binding upon the Employer, the Union and the employees concerned.
- 7.06 It is agreed and understood that among other acts, reporting for work under the influence of/or the consumption during working hours, of alcohol, the use of/or possession of non-prescription drugs; or dishonesty are cause for discharge.
- 7.07 It is agreed and understood that among other acts, failure to report the loss of a required license or permit shall be cause for discipline.

#### Article VIII - Grievance Procedure

- 8.01 It is the intention of the Parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.
- 8.02 A grievance is any difference or dispute with respect to interpretation, application or alleged violation of this Agreement by an employee, group of employees, the Union or the Employer. Any grievance submitted shall clearly set forth the issues and contention of the aggrieved parties.
- 8.03 Any employee, group of employees, the Union, or the Employer may present a grievance. Any grievance submitted shall clearly set forth the issues and contention of the aggrieved parties.
- 8.04 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Employer the opportunity to adjust his complaint with the assistance of the Steward if required. Minutes of the meeting will be kept and a copy provided to the employee. The meeting must take place within forty-eight (48) hours of notification by the employee to the employer of a potential grievance.

The procedure for the settlement of grievances shall be as follows:

STEP I            In order for a grievance to be considered, it must be submitted to Step I as quickly as possible but in any event not more than ten (10) working days after the occurrence or circumstances causing the grievance. Such days will commence after the grievor's next day of work following the occurrence or circumstances being grieved.

The employee or the steward, on behalf of the employee, may submit a grievance in writing clearly stating the issues and intention to the immediate supervisor of the employee, or in the absence of the immediate manager, to another member of management within the time limits.

The manager shall hold a meeting with the grievor(s) and steward, and give a response in writing as soon as possible but in any event not later than ten (10) working days after receipt of the grievance.

STEP II If a satisfactory answer is not reached at Step I, the written grievance may be submitted to the branch manager within five (5) working days after receiving the answer at Step I.

The manager shall hold a meeting with the grievor(s) and the steward, and give a response in writing as soon as possible, but in any event not later than ten (10) working days after the receipt of the grievance.

STEP III If a satisfactory answer is not reached at Step II, the written grievance may be submitted to the Regional **Vice President** or **Human Resources Representative** within five (5) working days after receiving the answer at Step II.

The Regional **Vice President** or **Human Resources Representative** shall hold a meeting with the grievor(s) and the steward, and the appropriate **branch** management, and give a response in writing as soon as possible, but in any event not later than ten (10) working days after the receipt of the grievance.

STEP IV If a satisfactory answer is not reached at Step III, the grievance may be referred to arbitration within a period of twenty (20) calendar days after receipt of the answer at Step III. Notice of referral to arbitration shall be made to the Regional **Vice President** or **Human Resources Representative** in writing. The matter shall be referred to one of the two designated arbitrators as established in Article IX of this Agreement (arbitrators will be chosen in rotation order).

If an answer from the Employer is not provided by the said time limits indicated above, the Union may move the grievance immediately to the next step.

8.05 If a grievance has not progressed to the successive steps, by the grievor, outlined above within five (5) working days after the completion of the preceding step, then the grievance shall be considered as abandoned, and all rights of recourse to the grievance procedure will be forfeited in writing.

8.06 The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties in writing.

8.07 Both parties agree that if the nature of the grievance relates to harassment or discrimination the grievance may be submitted at Step II of this procedure. Claims of this nature will be handled **as** per the Employer's harassment policy.

8.08 Should a grievance, considered in 8.09 above proceed to arbitration, the Arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is

possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon the complainant or other bargaining unit employees.

#### **Article IX – Arbitration**

- 9.01 Failing a satisfactory settlement of a grievance at Step III of the grievance procedure, either party may request that the matter be referred to **an arbitrator that is mutually agreed upon by both parties.**

**Upon mutual agreement the parties may choose to resolve any outstanding grievances through an alternate process including federal mediation through the Canada Industrial Relations Board.**

- 9.02 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation **as** it deems essential to a full understanding and determination of the issues involved. In reaching his decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement. The Arbitrator may amend any penalty.
- 9.03 The findings and decision of the Arbitrator on all arbitral questions shall be binding and enforceable on all parties.
- 9.04 The expense of the Arbitrator shall be borne equally by the Company and the Union.

#### **Article X – Leaves of Absence**

- 10.01 During any authorized leave of absence, all employees shall maintain and accumulate seniority.
- 10.02 When **an** employee suffers an injury, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid for by the Employer. Such absence will not exceed 18 months from date **of** injury except by mutual consent of the parties.
- 10.03 If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer. However, all legitimate and reasonable requests will be approved in accordance in the best interest of the business and the employee, and shall not be unreasonably withheld. If the leave of absence is to extend a vacation, then it must be in accordance with Article XII (12.01).

- 10.04 In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence his employment may be terminated subject to proper proof of same.
- 10.05 When ~~an~~ employee suffers any injury or illness, which requires his absence, he shall report the absence to the Employer as soon as possible so adequate replacement may be made if necessary. Where such notice is provided less than one (1) hour prior to the beginning ~~of~~ the employee's shift, the employer may select a replacement without regard to status or seniority. Employees must keep the Employer notified of their correct address and phone number at all times.
- 10.06 It is required that employees on sick leave advise the Employer ~~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 their availability.
- 10.07 In case of death in the immediate family, the employee affected shall be granted compassionate leave of pay for his scheduled hours to a maximum of eight (8) hours at his straight time hourly wage rate for each scheduled working day which may occur during a maximum three (3) day period. Immediate family means: spouse, parents or step-parents of employee and spouse or common-law spouse, children or step-children, sister or brother, sister-in-law, brother-in-law, grandchildren and grandparents.
- 10.08 When employees are required to serve on a jury or summoned as a witness, they shall be paid the difference between the jury fees and the regular pay for the scheduled daily hours for full-time, part-time and casual employees and the equivalent daily rate for remote employees for each such day they are required.
- 10.09 Family Leave/ (Parental Leave)  
The Company agrees to abide by the requirements set out by the **Canada Labour Code**. The Company will grant an extension of this leave of absence for valid reasons and provided it does not unduly affect operations. Employees will retain their seniority for all the time off in this regard.
- 10.10 a) an employee who has been elected or appointed by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the name of the delegate and request leave of absence in writing at least one (1) week in advance. Such leave shall be limited to two (2) employees at any given time.
- b) Provided regular production is not jeopardized, unpaid leave of absence for member of the Union Executive, Union Committees and Union Stewards shall be granted for Union sponsored educational programs. Such leave will be requested in **writing** at least one (1) week in advance and shall be limited to two (2) employees at any given time.
- c) The Company may allow unpaid leave of absence for shop stewards or the unit chair for up to 6 (six) months without loss of seniority to partake in educational programs or partake in Union business.

Benefits premium will be paid by the Union.

### **Article XI - Holidays**

11.01 The following statutory holidays will be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Regatta Day (St. John's)	Boxing Day
Winter Carnival Day (Corner Brook)	Gander Day (Gander)

Regular full-time and part-time employees will be given another day off in lieu of the above holiday if they work on the said stat holiday and if they choose not to receive stat pay. Such lieu days must be mutually agreed upon between employees and management and if not taken within six (6) weeks of the holiday, then the branch manager may assign the lieu day.

11.02 Eligible employees are those employees who are regular full-time, part-time, and casual.

11.03 An eligible employee will be entitled to pay for the above-noted holidays although no work is performed, provided such employee works on the regular schedule shift first preceding and next following such holidays. The Employer will recognize reasons advanced by the employee for absenteeism on the regular schedule workday preceding or following the holiday and if deemed reasonable/legitimate, such holiday pay entitlement will be granted.

11.04 "Holiday pay will be computed in the following manner:"

(a) All employees must have been employed at least thirty (30) days to be entitled to statutory holiday pay.

(b) Full-time and part-time employees receive pay as per the hours worked.

(c) Casual employees who have worked more than fifteen (15) days in the last thirty (30) days, but are not full-time, should have their wages pro-rated for the statutory holiday.

(d) Casual employees who have worked less than fifteen (15) days in the last thirty (30) days should be paid 1/20<sup>th</sup> of the wages he has earned during the past thirty (30) days.

11.05 An employee who works on any of the above-designated holidays will be paid for the time worked at the rate of one and one-half (1½) times the employee's basic straight-time rate in addition to the holiday pay, if applicable.

11.06 If a recognized holiday occurs during an employee's vacation, the employee shall receive a day off with pay in lieu of the holiday, on a mutually agreeable date.

- 11.07 In the event that either the Federal or Provincial Government proclaims a statutory holiday, the Company shall recognize it as a holiday.

## Article XII – Annual Vacations

- 12.01 No later than March 1 of each year, the Employer will post a vacation list on the bulletin board, and each employee shall, in order of seniority, apply for his vacation. Such request must be completed by March 31<sup>st</sup> of each year. No changes may be made to the finished list, without management approval, once posted and employees who have been assigned a vacation period may not be bumped from said position by a senior employee.

Vacation selection must be done in blocks of one week. This will be from Monday to Sunday inclusive with the exception of employees whose shifts start on Sunday evening and in that case vacation will be booked from Sunday to Saturday inclusive. Employees will not be available for any work during their full vacation period.

- 12.02 Each employee will have equal time frame prior to March 31<sup>st</sup> to apply for their vacation. This time will be obtained by dividing the number of days from the posting of the vacation notice to the end of the selection time equally among the eligible employees. Employees are responsible to ensure that they pick their vacation time within the allotted time frame, or risk losing their seniority rights regarding vacation choice. Management will not be responsible to track down employees to ensure that they make their vacation selection. Employees who have missed their scheduled vacation choosing time, will wait until the current person has finished choosing their vacation before they will be allowed time to choose their vacation.

Any employees who do not select their vacation by April 15<sup>th</sup> will be assigned vacation time by the Company.

- 12.03 The Employer is not bound to permit more than the number of employees off on vacation during each week of the year as provided for in Paragraph 12.04. However, the branch manager has the authority to permit more employees off on vacation if the schedule permits.
- 12.04 No more than ten percent (10%) or two (2) employees whichever is greater, from non-conflicting shifts of each of the route and in-plant seniority lists will be allowed on vacation at any one time. No more than ten percent (10%) of each of the Comer Brook or Gander, or remote seniority lists, rounded down, will be allowed on vacation at any one time.

Vacation will be selected in one week blocks. Once all employees have had an opportunity to select their vacation any available time periods may be selected by employees as single days up to a total of forty (40) hours for full-time and thirty-two (32) hours for part-time.

1. Vacation must be taken in the following manner:

The vacation period July 1 to September 5 will be limited to a maximum of two (2)

weeks per employee.

2. No regular vacation will be scheduled during the second week of December through the first week of January inclusive.

12.05 Vacations – Service Requirements and Entitlement shall be based on **an** employee's **total** Full-time or Part-time **service excluding any time spent in casual positions:**

a) Service Requirement (years)	Entitlement (weeks)	% of Earnings
One (1)	Two (2)	Four ( <b>4</b> )
Five (5)	Three ( <b>3</b> )	Six (6)
<b>Ten (10)</b>	Four ( <b>4</b> )	Eight ( <b>8</b> )
Twenty (20)	Five (5)	Ten (10)

- b) Full-time and Part-time employees will receive vacation pay on the basis of their hours of pay entitlement at the rate of pay they were receiving at the date of taking their vacation or at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation, whichever is the greater.

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

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

12.08 Prior to **an** employee going on vacation, upon request, a separate payroll cheque will be made up for vacation pay only in accordance with Paragraphs 11.04 and 11.05 above.

12.09 Employees will be entitled to take one (1) week of their vacation after completing six (6) months of their first vacation year. This one (1) week vacation must be approved by the branch manager and will be deducted from the following year's vacation entitlement. Thereafter, employees will be permitted to take their vacation after they have earned the vacation.

12.10 Employees must take their earned vacations for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned.

12.11 For the purpose of determining **an** anniversary/hire date of employment for vacation purposes, the following shall apply:

- a) All existing employees hired as FT or PT prior to the date of this Agreement and all employees subsequently hired as FT or PT in the period from January 1<sup>st</sup> to June 30<sup>th</sup> shall be deemed to have commenced employment, for vacation purposes only, on December 31<sup>st</sup> of the calendar year prior to the initial calendar year of FT or PT employment.
- b) All employees hired as FT or PT in the period July 1<sup>st</sup> to December 31<sup>st</sup> and each year thereafter shall be deemed to have commenced employment, for vacation purposes only, on December 31<sup>st</sup> of their initial year of FT or PT employment.
- c) Casual employees shall receive vacation and vacation pay in accordance with the minimum requirements of the Federal Labour Standards. Casuals shall receive their vacation pay on their bi-weekly pay.
- d) Vacation entitlement over and above the minimum requirements of the Federal Labour Standards shall be based on the FT or PT employees seniority date.

### **Article XIII – Seniority**

- 13.01 An employee having one hundred and twenty (120) calendar days of unbroken service **or sixty (60) days worked whichever is less** with the Company since his/her last date of hire shall be considered a probationary employee, and shall have no seniority rights; but when such rights are acquired, service shall be regarded as having started from the last date of hire. A probationary employee shall not accumulate service for seniority rights. The Company shall not have to show just and sufficient cause for its decision to terminate a probationary employee, but must exercise its discretion in a bona fide, non-arbitrary and non-discriminatory manner. Each period of absence, approved or otherwise, shall equally increase the duration of the probationary period.

The Employer shall accept the principle of seniority. Seniority shall be the determining factor for layoff and recall, promotion or demotion, shift bids and vacation provided the employee is available and qualified to perform the work.

The Employer will maintain five (5) seniority lists: 1) Outside, 2) Inside, 3) Corner Brook, **4) remote employees** and 5) Gander. In the event of two or more employees with the same seniority date the determining factors for seniority will be in succession:

- 1) The employee who works the earliest shift
- 2) A coin toss**

- 13.02 The Employer shall post every three **(3)** months the seniority list setting out the name, classification, and date of employment of all employees. Seniority for regular full-time, part-time, and remote employees shall be determined by the employees' **acceptance of permanent position.**

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

- 13.03 Casual employees shall enjoy no seniority rights under the terms of this Agreement except as provided herein. Casuals will be promoted in order of their most recent date of hire providing the individual is qualified to perform the work.

Casual employees must **provide the Employer with a minimum of four (4) – twenty-four (24) hour blocks of availability per month two (2) of which must**



**fall on the weekend. All availability must be provided no later than** each Monday at noon of the week in which the **bi-weekly** schedule will be posted. The availability form will include all days the employee is available for the following two weeks. Those employees who fail to submit their availability or are late submitting it on three or more occasions over a six (6) month period will be considered to have abandoned their employment obligation and will be terminated unless prior approval is given by the branch manager.

**Casual employees gainfully employed outside of G4S are not subject to 13.03 (2). Such employee will make themselves available for five (5) shifts per month, outside of their scheduled hours at such place of employment, two (2) of which must be on weekends. These employees must furnish the Employer with a copy of their work schedule from their place of gainful employment.**

**Those employees who fail to submit their availability or are late submitting it on three or more occasions over a six (6) month period will be considered to have abandoned their employment obligation and will be terminated unless prior approval is given by the Branch Manager.**

- 13.04 Promotions, demotions or transfers will be made in accordance with the seniority lists. The applicant must be qualified to perform the job/duties of the new position. The Employer shall give that employee one hundred and twenty (120) days probation period and proper training during the probation period. The vacancy will be filled from within the seniority list in which it occurred. If no applicants then the job will be posted bargaining unit wide.
- 13.05 Any employee who has been promoted to a higher classification within or outside the bargaining unit and after a reasonable trial period not to exceed one hundred and twenty (120) days and is found to be unsatisfactory for the new position, shall be restored to his former position and shall retain his seniority therein. During this period the employee may choose to return to his former position of his own accord. Protection ~~of~~ seniority for an employee promoted outside of his bargaining unit shall apply only once during the term of this Agreement to any individual employee.
- 13.06 The lay-off and recall of employees will be based on individual seniority lists, that is, the last hired will be the first lay-off and the last laid off will be the first recalled on each list.
- 13.07 In the event of a reduction in the workforce, the Company will notify each of the employees to be laid off, fourteen (14) days before lay-off date. Employees will have five (5) days to exercise seniority and bump to a lower or equal classification. Notice of lay-off shall be applicable only to employees who have completed the probationary period.
- 13.08 No new employees shall be hired until employees on lay-off have been given the opportunity to fill the vacancy, provided that the employee on lay-off is qualified to fill the vacancy.
- 13.09 An employee shall lose seniority in any of the following events:
- a) He is discharged for cause.

- b) Voluntarily leaves the employ of the Employer.
- c) He fails to notify the Company of his intention to return to work after a lay-off, within three (3) days after being notified by registered mail, and return to work within seven (7) days of notifying the Company of his intention to return.
- d) He fails to report to work at the expiration of a leave of absence except for unforeseen circumstances beyond the employees control.
- e) He is absent from work for three (3) days without notifying the Employer; except for a bonafide emergency.
- f) He is promoted and remains outside of the bargaining unit one hundred and twenty (120) days or longer.
- g) He has been on lay-off for a period of twelve (12) months or longer. Said employee must re-qualify for his Authorization to Carry a restricted weapons permit **if required** during this period. Time spent re-qualifying will not be considered **as** time worked.

#### **Article XIV – Days and Hours of Work and Overtime**

##### **14.01**

- a) Regular full-time employees shall be guaranteed a minimum of eighty (80) hours of work or the equivalent thereof in pay each two (2) weeks Monday through Sunday. Regular full-time employees shall be entitled to such guarantee provided they are available for work, qualified, and capable to perform the work of their scheduled days of work for the week within the standards.
- b) Regular part-time employees shall be guaranteed a minimum of sixty-four (64) hours of work or the equivalent thereof in pay each two (2) weeks Monday through Sunday. Regular part-time employees shall be entitled to such guarantee provided they are available for work, qualified and capable to perform the work of their scheduled days of work for the week within the standards.
- c) The scheduled hours of work for a period of two weeks will not exceed eighty (80) hours per two (2) weeks.
- d) All hours worked in excess of eighty (80) hours in a two-week period shall be paid at the rate of one and one-half (1%) times the basic straight time hourly rate, unless otherwise provided for in this Agreement.
- e) Scheduled hours in any one (1) week will not exceed fifty (50).
- f) **Wherever possible the scheduled hours of work will include two (2) consecutive days off from work each week.**
- g) **Night shift will be defined as any shifts that start between 1800 and 0300.**

##### **14.02 The bi-weekly schedule will be completed as follows:**

- 1. All full-time employees will be scheduled as per their bidded positions. All absences and vacation periods will be highlighted.**
- 2. In order of seniority the part-time employees will be offered the available full-time block(s) of work. Once the full-time shifts are filled all other part-time employees will be placed on the schedule as per their bidded position. All open blocks will be highlighted.**

3. The open part-time (and full-time) bid blocks will not be offered to limited availability casual employees. Only casual employees that are available twenty-four (24) seven (7) days per week will be offered such blocks.
  4. All open hours remaining on the schedule will be offered to casual employees on a forty (40) hour basis according to their seniority providing the individual is qualified and has made himself available on the list. This is not a guarantee of hours. If additional hours are available once the casual list has been exhausted then the casual employees will be scheduled up to eighty (80) hours in order of seniority.
- 14.03 Regular full-time, part-time and casual employees shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each daily report to work excluding **ABM** on call. If you are called in for route work the three (3) hour minimum guarantee applies. Employees shall report to a supervisor upon completion of work and may be assigned additional work if still within the three (3) hour guarantee.
- 14.04 Regular full-time and part-time employees who shall be required to perform work on their scheduled day off shall be guaranteed three (3) hours of work or the equivalent thereof in pay at one and one-half (1½) times the regular hourly wage rate applicable. Such hours of work shall not be included in the accumulated hours of work for that week.
- 14.05 If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked and may be subject to discipline. If there is no work available the employee will be sent home without pay and will not be guaranteed the weekly guarantee hours. In case of circumstances beyond the control of the employee the Company shall endeavor to reassign work in order to maintain the employee hours of work. If the only work available is in a lower classification the employee shall receive the lower rate of pay.
- 14.06 The hours shall be divided into one (1) minute units based on one-sixtieth (1/60<sup>th</sup>) of the applicable hourly rate.
- 14.07 Every employee should have a minimum of eight (8) hours rest between the end of one (1) regularly scheduled shift and the commencement of next regularly scheduled shift. In the event that any employee is recalled to work before a period of eight (8) full hours' elapses, he shall be paid at one-and-one-half (1½) times his regular hourly wage rate until such eight (8) hour period is over.
- 14.08 Employees who work in classifications on a temporary basis will receive their regular rate of pay or the rate for the classification, whichever is highest, unless work is undertaken in a lower classification for the purpose of accommodation, in these circumstances the lower rate of pay will apply.

In the event a full-time or part-time employee is absent for thirty (30) calendar days or more the following will apply.

The Employer agrees to the replacement of such employees by the senior person on said seniority list if they choose, provided they are qualified and capable of performing that bid. The next employee in order of seniority may choose to bump also, and this practice

will continue until all current full or part-time employees on the list have had an opportunity to exercise this bumping practice. The position that is left open after the bump is complete will be offered to the top available and qualified casual employee on that seniority list. The replacement worker will receive the current rate of pay for that classification but they will not receive benefits.

The returning full-time or part-time employee and all others who moved during the bump will return to their former positions and the casual who was receiving the higher rate of pay will then receive the casual rate of pay.

Work schedules shall be posted for bidding purposes. Blocks of work will detail bi-weekly schedules of work to include days off, starting time and estimated finish times. Employees will bid on blocks of work as posted. Thereafter bi-weekly schedules of work reflecting the bid blocks will be posted by Thursday noon of the preceding two (2) week period. Once posted, changes will be made in such schedule only to meet emergencies, adjust for absenteeism, tardiness and to correct apparent errors and it is the responsibility of the Employer to notify the employees of any such changes. All scheduled hours shall be guaranteed and worked even if this could mean work in excess of eighty (80) hours over a two-week period. This overtime will not and cannot be subject to Paragraph 14.08.

#### 14.09 Overtime Voluntary Spare Board

- a) For the purpose of sharing overtime opportunities an employees' department will be deemed to be that department where the employee is listed for seniority purposes.
- b) Two separate lists for overtime call-in will be posted bi-weekly, one for inside and one for outside.
- c) Employees wishing to work overtime will place their name on the list by close of business Friday of the week the schedule is posted. The list will then be secured under glass so no additions can be made.
- d) On the list the employees will clearly indicate the days and times they are available for overtime call-in should it be needed.
- e) Employees refusing to work overtime after they indicated they are available will be placed on the bottom of the call-in list for the next two (2) week period.
- f) If overtime hours are necessary the supervisor will call in the person with the lowest overtime hours and will only use the volunteers if coverage cannot be found at straight time.
- g) Management will provide the Union and post once every quarter a summary of all overtime worked per employee.

**14.10** The purpose of the bid is to allow the distribution of permanent full-time and part-time positions to the employees based on seniority. This process allows the employer to see where the greatest amount of work is located and allows the employee the opportunity to view all available positions and choose where he/she would like to work, based on seniority.

- a) All hours of work available for the bid must be utilized by the Employer in a way to create full-time and part-time positions. All available hours must be maximized with the emphasis on creating as many full-time positions as possible. Remaining hours

will then be used to create as many part-time positions **as** possible. Any excess hours left at the end of this process may be covered by the Company with casual employees, subject to Paragraph (g) of this Article and the Appendix that defines casual employees.

- b) The Company is committed to creating a fair bid system that will benefit the Employees, **as** well as maintaining an efficient and profitable operation. Prior to any bid being posted the Company agrees to meet with members of the Union to discuss the proposed blocks of work. The Company and the Union, in a consultative manner will discuss the most efficient schedule to be implemented, benefiting both parties. **If** there is a disagreement between the parties, the specific issues will be escalated to the respective Union and Company officials within the region for resolution. This process will also apply if there was a significant loss or gain of business within the Provinces. The Union maintains their right to the grievance process if a final resolution cannot be reached.
- c) The Employer will post a new bid for **a** period of *two* (2) weeks for the review of all employees and the bid will only be removed upon the agreement **of** the Union and the Company or it's appointed representatives. During this period the Employer will strive to contact all people that are not scheduled during these two (2) weeks to inform them of a new bid being posted. If the Employer is unsuccessful in contacting any of these employees, they may request the aid **of** the Union in contacting these employees.
- d) After the two (2) week bid posting time is ended, the Employer, or it's representative will contact the employees, in order of seniority for each seniority list, and they shall be given a time limit in which they may bid for bi-weekly assignments. This time limit will not be under fifteen (**15**) minutes. Employees that will be absent during this time must inform the employer of their choice(s) before the bid day in writing.
- e) Upon all available positions being assigned the bid will be considered ended and the new positions will commence at the beginning **of** the next workweek. This new bid will then run for a duration of four (**4**) weeks on a trial basis upon which time it will be reviewed by management and the Union for any possible alterations to reflect changes in hours of work and position needed or not needed. The Employer and the Union will strive to reach a beneficial agreement on any changes that need to be made.
- f) Once an employee is assigned to a position, such employee will normally remain in such position until the next bid. Except in one of the following cases:
  - 1) Part-time employees will be offered forty (**40**) hour schedules due to absenteeism.
  - 2) Start time changes of one (1) hour or more of a bid shift will allow the employee affected to bump junior employees, or choose to stay on the changed route.
  - 3) Employees that demonstrate a personal reason for changing their bid shall be accommodated where possible on compassionate grounds.
- g) If the Union proves that there are thirty-two (32) hours or more being worked, outside of absenteeism, within a four (**4**) week period that is not currently being worked by a bidded position, and could be utilized **as** a permanent position, the Employer must then create a re-bid and will be offered to the highest people on the seniority list in

the area the position is being created, that are currently not in a full or part-time position.

- 14.11** When additional work is available, management will have the right to assign the junior qualified employee if no volunteers are available.
- 14.12** As instructed, management may direct other employees while already engaged on other activities for the Company to collect pay phones. These employees will continue to receive the current rate of pay for their current classification.
- 14.13** In the event that work is delayed outside their regular scheduled shift, and is not present in the Branch one and one half (1½) hours after their scheduled shift end, these employees will have the option to either stay, or book off.

#### **Article XV – Meal and Rest Periods**

- 15.01** Employees shall be allowed a minimum of one-half (1/2) hour off to eat his meal on a shift, which involves a meal period. This one-half (1/2) hour will be unpaid. **Employees are entitled to rest periods as per the Canada Labour Code.**

**Any breaks must be taken by all crew members at the same time.**

Such meal period shall commence whenever possible no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. Such time shall not be considered as time worked provided in the event that an employee is required to take his meal outside of this period or is required to remain on the Armoured vehicle or on the Employer's premises during his meal period such time shall be considered as time worked.

- 15.02** Rest stops shall be made on the route without appreciable deviation from the approved or established schedule of the Armored car crew. Every effort shall be made to avoid taking such stops when high liabilities are on board the Armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer.
- 15.03** Employees required to stay overnight, at a location outside their base branch shall be provided with clean comfortable lodging (double accommodation), single accommodation for gender, and shall be paid in advance \$39 for each layover, inclusive of phone allowance. Highway routes scheduled to finish after 6pm on the last day **of** the run will be entitled to an additional \$12 for supper allowance.

The layover allowance shall be increased by one (1) dollar each anniversary of the Collective Agreement.

#### **Article XVI – Pay Day and Pay Statements, Etc.**

- 16.01** All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employee to a day not more ~~than~~ seven (7) days

prior to the day of payment. Payment shall be direct deposit to the bank account of the employee's choice.

- 16.02 The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wages 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.
- 16.03 When there is an error **of** short payment or any other type **of** error, this shall be corrected as soon as possible. If the error is greater than one hundred (100.00) dollars it shall be corrected within three (3) working days.

### **Article XVII – Compensation Coverage**

- 17.01 All work related injuries will be reported immediately to the Company. The Company or the Company's delegate will help an injured employee in writing up his accident report and the employee will be given a copy of his statement. Upon request of the employee, an employee OHS representative may be present if available.
- 17.02 The employee will be given a copy of the completed accident investigation report.
- 17.03 The Co-chairman of the Joint Health and Safety Committee will also receive copies.
- 17.04 The Company will advise the Union when an employee's compensation claim is being contested.
- 17.05 When an employee has an injury due to work, and goes on WHSCC coverage, they are to keep in contact with the Employer. They must supply the Employer with copies of the completed WHSCC form 8/10 from any treating medical professionals. As well as any required Company forms such as an FAF. The Company will cover the cost of the Company required documents provided an invoice or receipt is provided.
- 17.06 When an employee has been given the clearance to return to work, either on full duties, any type of modified duties, or ease back they must inform the Employer. If any complications arise due to the employee's return to work, the return **to** work committee shall meet with the employee to ~~try~~ and resolve any issues.
- 17.07 The Joint Return to Work Committee is made up of equal representation from management and the Union. Their purpose is to return the employee back to a safe work environment. The committee will use the WHSCC Act and policies **as** guidelines. They will work together with any occupational therapist, doctors and case workers of the WHSCC. If needed, the committee can apply for mediation services from the WHSCC.
- 17.08 If any employee is placed in a position with a lower rate of pay, upon returning from a WHSCC claim, they are to receive the pre-injury rate of pay.

## **Article XVIII – Medical Examinations**

18.01 All employees provided however, that the Employer shall pay for all such examinations shall promptly comply with any medical examination requested by the Employer.

When the Employer requires a medical examination, the following conditions shall apply:

- a) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result **of** his taking a medical examination.
- 18.02 If following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- a) The Employer shall notify the employee of the medical findings. Should the employee disagree with said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
  - b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition **of** the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - c) The findings of the consultant shall be final and binding upon all parties.
  - d) The remuneration of the consultant shall be borne by the Employer.
  - e) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
  - f) The Employer will make every effort possible to locate a suitable position for an employee deemed physically incapable **of** performing his regularly assigned duties. Should an employee be reclassified as a result, he will be paid at the then existing rate of his new classification. In the event that no position can be identified to accommodate the employee, he will:
    - i. be placed on lay-off (medical leave of absence without pay)  
or
    - ii. qualify for participation in any **of** the employee benefit programs to which he is entitled to and a participating member **of**  
or
    - iii. qualify for Workers' Compensation if his incapacity resulted from an on-the-job illness or injury.

## **Article XIX – Truck Maintenance**

19.01 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers or passed the required inspections prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment provided such refusal is justified.



- 19.02 a) The Company will ensure that all vehicles shall have working heaters, windshield wipers, defrosters, air conditioning and seat belts.
- b) Under the **Federal** Traffic Act a driver is only allowed to operate a motor vehicle for a maximum of thirteen (13) hours and on duty **fourteen (14)** hours.

Because OTR Routes have to “Vault In” at banks by a certain hour of the day, they will be allowed to “Vault In” somewhere if they know they will not be back to the branch with the **fourteen (14)** hour limit. All extra costs, meals, etc., will be paid **as** provided for in Paragraph 15.03. The decision **as** to the location of the vaulting facilities will be done in conjunction with the branch manager.

- 19.03 Employees shall immediately or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer, and signed by the employee at the completion of his/her shift.

#### **Article XX – Traffic Tickets**

- 20.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a citation for parking violations made in accordance with instructions from the Employer, the Employer shall be responsible for such citation. Citations issued to the employee must be submitted to the Employer within forty-eight **(48)** hours and if not so delivered, the employee shall be responsible for the payment thereof. If **an** ABM car is required to park at a meter, management will reimburse employees for parking at such meters.
- 20.02 Moving violations shall be the sole responsibility of the driver: e.g., speeding, failure to stop at traffic stop signals, improper and reckless driving.

#### **Article XXI – Tools**

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

#### **Article XXII – Technological and Mechanical Changes**

- 22.01 Technological and mechanical changes shall be defined to mean the introduction and utilization **of** vehicular and other equipment changes which have not previously been used within the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.
- 22.02 The Parties to this Agreement recognize that the technological and mechanical changes that result in the increased efficiency and productivity must be encouraged **and** further that the parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

- 22.03 The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological and mechanical changes as defined in Paragraph 22.01 above, and the matter shall immediately become a topic of discussion between the Company and the Union, particularly with regard to:
- a) The effect such changes will have on the number of employees within the branch.
  - b) The effect on working conditions.
  - c) Any changes in job classifications.
- 22.04 Full-time or part-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) weeks' pay for each year of service with the Employer to a maximum of five (5) weeks' pay at the rate of pay the employee was receiving on the date of termination.
- 22.05 The Company agrees to give the first opportunity to senior employees to train for changed work,

#### **Article XXIII – Sanitary Facilities**

- 23.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where possible.

It is further understood the Corner Brook branch will not be equipped with a washroom facility, however employees will all be issued a key to the adjacent building which has 24/7 washroom facilities.

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

#### **Article XXIV – Health and Safety**

- 24.01 The Employer shall make reasonable provisions for the health and safety of its employees during the hours of their employment including a first-aid kit in each service vehicle and premises, such first-aid kits will be in accordance with regulations.
- 24.02 A Health & Safety Committee shall be established in accordance with Canada Labour Code.
- 24.03 The parties agree that they mutually desire to maintain high standards of health and safety in order to prevent industrial injury and illness. It is also understood that the Company and the Union and the employees recognize their obligations and rights under existing

law with respect to matters of health and safety. In recognition of the responsibilities of the parties, the Company shall:

I – provide and maintain the workplace, environment, procedures, equipment and tools that are safe and without risk to the health and safety of the employees.

II – provide information, instruction and training that is necessary to ensure that all employees are familiar with the health and safety hazards that may be met by them in the workplace.

#### 24.04

- a) An employee or group of employees may refuse to do any particular job or series of jobs at his (their) place of employment where he (they) believes that the job or series of jobs is (or are) dangerous to his (their) health or safety.
- b) Upon refusing to work or do a particular job, the employee(s) shall immediately report the circumstances of his (their) refusal to his (their) supervisor(s) who shall forthwith investigate the report in the presence of the employee(s). The employee(s) will have a shop Steward present if he (they) so desire.
- c) Failing satisfactory settlement as referred to in (b) above, two (2) representatives of the Health and Safety Committee (one from the Union and one from the Company) will investigate the report. No other employee will be assigned to the job concerned before it has been investigated by the two (2) Health and Safety members and only after the employee assigned has been advised of the work refusal.
- d) Failing satisfactory correction of the problem, the matter in question shall be investigated by the Joint Health and Safety Committee.
- e) Failing satisfactory correction of the problem, a Government Inspector will be called and his decision will be final and binding upon the parties. No employee(s) shall be disciplined by reason of the fact alone that he has refused to act as set out above.

It is also generally understood that temporary assignment to alternative work at no loss of pay to the employee(s) until the matter is resolved shall be deemed not to constitute disciplinary action.

#### Article XXV – Union Notices

25.01 The Employer agrees to provide space that is readily accessible for the official committee notices of direct interest to the employees.

The following items must be posted on said Notice Board:

- a) A copy of this Agreement.
- b) Seniority lists to be revised every three (3) months.

#### Article XXVI – Training,

- 26.01 The Employer may from time to time, provide all employees with training programs which normally consists of training sessions given outside of normal working schedules. Employees must attend and attendance will be compulsory. Employees will be paid ten (10) dollars per hour for all training sessions.
- 26.02 The Employer upon prior approval will reimburse those employees who have taken an approved First Aid Course and provide proof of successful completion of same.
- 26.03 If the Employer has an individual scheduled to do on the job training they will be paid their regular rate of pay.
- 26.04 The Employer will pay one hundred (100) percent each year, for employees' authorization to carry a restricted weapons permit, their agent's license and the employees PAL renewals. New Hires will bear the initial costs of their PAL permit.
- 26.05 If a full-time or part-time employee has a desire to work in another department and they require knowledge and training they will notify their manager. The manager, if possible, will make every effort to train these employees. The Company will make every effort to train all casuals in every department and position.
- 26.06 The employee will provide the Employer once per year, a copy of their driver abstract and license. **Upon providing the Employer with a receipt the employee will be reimbursed for the cost of the driver's abstract.** However, if employees driving status has changed since the last request, the employee is obligated to notify the Employer.

#### **Article XXVII – Equal Opportunity**

- 27.01 The Union and the Employer agree that no person will be refused employment or in any manner be discriminated against in accordance with the Canadian Human Rights.
- 27.02 The Company's "Harassment" policy document shall be attached and form part of this Collective Agreement.

#### **Article XXIII – Pension, Health and Welfare, Sick Leave**

- 28.01 Full-time and part-time employees hired after **January 1, 1987** will be eligible to join the Company pension plan after twenty-four (24) months **of** employment, provided the employee has earned thirty-five percent **(35%)** or more of **YMPE** in each of two (2) consecutive calendar years.  
  
Upon joining the plan, pension benefits will invest fully after two (2) years credited membership service.
- 28.02 The Company shall provide a comprehensive Health and Welfare Plan to all regular full-time employees and part-time employees. **All** regular full-time employees and part-time employees must be enrolled as a condition of employment. The cost to the employee will be the equivalent of one percent (1%) per month of regular earnings.

- 28.03 The Employer will provide the Medical and Hospital Services Plan for those regular full-time and part-time employees.
- 28.04 The Employer will provide for regular full-time and part-time employees, who have completed probation, a Dental Plan for such eligible employees and their eligible dependents.
- 28.05 The Employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of one hundred thousand dollars (\$100,000.00).
- 28.06 The Employer will provide prescription eyeglass coverage of one hundred and twenty-five dollars (\$125.00) once every two (2) years to all regular full-time and part-time employees.
- 28.07 Short Term Disability benefit commences on the first (1<sup>st</sup>) day **of** accident and the fourth (4<sup>th</sup>) day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings up to the U.I.C. maximum level week for the first fifteen (15) weeks. **An** increase in the maximum payment will be automatic in accordance with the U.I.C. standard.
- 28.08 The Employer will make available to eligible employees a Long Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on seventy percent (70%) of average weekly earnings up to a maximum **of** two-hundred and fifty dollars (\$250.00) per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short-term disability claim.
- 28.09 The Employer will make available to eligible employees a Personal Accident Insurance Plan for those employees who voluntarily enroll in the Plan and who continue to pay the required monthly premium. This is a separate plan.
- 28.10 The Employer will make available to eligible employees a Group Life Insurance – Plan “A” to a maximum **forty-four** thousand dollars (**\$44,000.00**) based on annual base salary.
- 28.11 The Employer will make available to eligible employees an Accidental Death or Dismemberment Insurance – Plan “A” **to** a maximum forty thousand dollars (\$40,000.00) based on annual base salary.
- 28.12 The Employer agrees to provide all employees with current details and information covering all employee benefit programs for which employees covered by this Agreement are entitled to participate.
- 28.13 Regular full-time and regular part-time employees shall be eligible for **six (6)** paid sick days per year or **forty-eight (48)** hours per year when absent from work because of a bonafide sickness. Sick days may also be used for family days. The use of 3 or more family days consecutively used must be approved by the branch manager.

Reasonable proof of illness including a doctor’s certificate may be required by the Employer.

**Sick days will be accumulated at a rate of one day per month on the first of the month starting January 1<sup>st</sup> of each year to a total of six (6) days. For clarity, the**

pro-rated sick days will be accumulated at a rate of one (1) day per month on the first of the month following an employee's promotion to full or part-time.

All unpaid sick time will be paid out by the first pay in December.

Sick leave benefits will run from January 1 through November 30 each year. Employees who become part-time or full-time part way through the year will have their sick days pro-rated for that year.

- 28.14 Any casual employees who work twenty (20) hours or more each week will be entitled to join the Union's health and welfare plan at their cost. If an employee chooses to do so the Employer will deduct the premium from the employee's wages and remit to the Union.

#### Article XXIX - Clothing/Boot Allowance

- 29.01 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 and must be returned upon an employee leaving 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.

The Employer will provide the following clothing, on hiring and as required thereafter:  
Full-time, Part-time & Casual (more than thirty (30) hours)

- 29.02 All full-time road crew employees will be supplied with a bullet resistant garment that must be worn while on duty, replacement vests will be provided upon return of the expired vest. All bullet resistant garments must be returned to the Employer upon an employee's resignation or termination from the Employer.
- 29.03 The Employer will pay to all employees who have completed one (1) years' service, once every two (2) years, up to one hundred dollars (\$100.00) for a pair of black safety-toe boots/shoes upon issuing to the Employer an official receipt. Casuals must make Securicor their principal place of employment to be eligible for the boot allowance.

# Article XXX – Classifications and Wage Rates

Position	Status	Y1	Y2	Y3
Driver-days	F	14.90	15.50	15.96
Guard-days	F	14.90	15.50	15.96
Cust-days	F	16.21	16.86	17.37
Driver-days	P	12.99	13.51	13.91
Guard-days	P	12.99	13.51	13.91
Cust-days	P	13.68	14.23	14.66
Driver-days	C	12.21	12.70	13.08
Guard-days	C	12.21	12.70	13.08
Cust-days	C	12.38	12.87	13.26
Driver-nights	F	15.86	16.49	16.98
Guard-nights	F	15.86	16.49	16.98
Cust-nights	F	17.18	17.87	18.40
Driver-nights	P	13.93	14.49	14.93
Guard-nights	P	13.93	14.49	14.93
Cust-nights	P	14.61	15.19	15.65
Driver-nights	C	12.21	12.70	13.08
Guard-nights	C	12.21	12.7	13.08
Cust-nights	C	12.38	12.87	13.26
ABM	C	12.45	12.95	13.34
ABM	F	15.58	16.21	16.69
ABM	P	14.99	15.59	16.06
Cash Cage-days	F	13.34	13.8	14.28
Cash Cage-days	P	12.76	13.20	13.67
Cash Cage-days	C	11.72	12.13	12.55
Cash Cage-evenings	F	13.10	13.56	14.04
Cash Cage-evenings	P	12.76	13.20	13.67
Cash Cage-evenings	C	11.72	12.13	12.55
Cash Cage-nights	F	14.15	14.65	15.16
Cash Cage-nights	P	13.78	14.26	14.76
Cash Cage-nights	C	11.76	12.17	12.60
Vault Teller-days	F	14.97	15.50	16.04
Vault Teller-evenings	F	14.97	15.50	16.04
Vault Teller-nights	F	15.20	15.74	16.29
Coin Room	P	14.02	14.51	15.02
Floater	P	14.99	15.59	16.06
ABM Remote	C	10.57	10.57	10.57
CH Cash Ops days	F	13.92	14.48	14.91
Floater	F	15.58	16.21	16.69
Phone Collector	F	13.90	14.46	14.89
Phone Collector	P	12.75	13.26	13.65
Phone Collector	C	12.29	12.78	13.16

Each member of a two person CIT crew will be paid the average rate between the custodian and driver/guard.

Article XXXI – ABM Pager and Call-out

- 31.01 ABM shifts will be scheduled as eight (8) hour shifts unless mutually agreed to by both parties. For example, a sixteen (**16**) hour block of on call work would be equal to two (**2**) shifts.
- 31.02 Employees will be paid a pager pay of sixty dollars (\$60) per shift (ninety (\$90) dollars on a stat holiday). The pager pay will be considered as payment for the first three hours of call in per shift. The three (3) hour call in per shift is subject to Article **14.09**.
- 31.03 The applicable ABM rate will be paid for each hour employees worked during a call-out. A minimum of one hour **will** be paid for each call-out, time worked past the first hour will be paid in units of one (**1**) minute. Pager pay is not considered towards the weekly hours for overtime. Pager pay will only be paid for on call work.
- 31.04 When an employee uses a sick or family day, vacation, bereavement, lieu day or any other approved paid leave on a day they were scheduled to an on call shift they will be paid eight (8) hours.
- 31.05 When an employee is scheduled to an on call shift following **a** CIT shift they will be entitled to pay as per **31.02**. Additional ABM work will be paid at the ABM rate and any assignments to CIT work will be paid at the greater of the ABM and CIT rates.

Article XXXII – Duration of Agreement

- 32.01 This Agreement shall be in full force and effect from and including, August 1<sup>st</sup>, **2007** up to and including July 31<sup>st</sup>, **2010** and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within three (3) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, requiring the other party to commence collective bargaining with a view to a conclusion or renewal of a Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) and the Party of the Second Part has hereunto affixed its signature(s).

DATED **AT** St. John's, Newfoundland, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

FOR SECURICOR CANADA LIMITED

FOR THE UNION

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## **Appendix A – Remote Crews Primary**

***This Appendix applies to remote employees in receipt of regular weekly retainer.***

- a) *Union dues shall be calculated by one point three percent (1.3%) ~~of~~ the employees fixed retainer, plus two cents (\$0.02) an hour by dividing the casual ABM hourly rate into the fixed retainer amount.*
- b) *Seniority for remote employees shall be for the purpose of promotion or to be hired to full-time or part-time positions.*

*Remote Employees will;*

- c) *Receive their vacation pay as set out in Article 12.05. **Remote crews can select their vacation in blocks ~~of~~ single days up to the amount of their vacation accrual from the previous year.***
- d) *Be paid for statutory holidays in Article 11.01. Holiday pay will be computed in the following manner – employees will receive the normal retainer for the week in which the stat holiday falls. **No** additional payments or in-lieu time will be awarded.*
- e) *Be entitled to participate in the Company's pension plan as per Article 28.01.*
- f) *Receive health and welfare benefits in accordance with Articles 28.02 to 28.03 inclusive.*
- g) *Be entitled to file grievances according to the grievance and arbitration procedures of this Agreement.*
- h) *Be entitled to leave of absence as per Article 10.*
- i) *Be entitled to health and safety provisions as outlined in Article 24.*
- j) *Uniform entitlement will be as follows;*

*Crews doing daily DPU's and cash loads will receive the casual road crew uniform allowance as per Article 29.01.*

*Crews doing service only will receive the internal fleece and the external jacket.*

**Appendix A – Remote Crews Primary Cont’d...**

<i>Unit Type</i>	<i>Service</i>	<i>Weeklyrate Y1-4%</i>	<i>Weeklyrate Y2-3%</i>	<i>Weeklyrate Y3-4%</i>
F/S	DPU & Calls	\$130/person	\$133.90/person	\$139.26/person
F/S	DPU only	\$104/person	\$107.12/person	\$111.40/person
C/C	Calls and Wk load	\$104/person	\$107.12/person	\$111.40/person
C/C	Calls only	\$78/person	\$80.34/person	\$83.55/person
A/H 1 <sup>st</sup> 3	Calls	\$78/person	\$80.34/person	\$83.55/person
A/H over 3	Calls	\$52/person	\$53.56/person	\$55.70/person

**I. The retainer fee payable fully compensates for the following:**

- Being available via pager to receive notification of emergency service and repair calls
- Travelling to and from **ABM** machines to carry out emergency repairs and service calls
- Performing necessary emergency repairs and service calls
- Travelling to and from ABM machines to meet technical representatives
- Waiting at machine while technical representatives perform technical services, **max., thirty (30) minutes** per individual call (see note below)
- Mileage charges relating to any business travel required to carry out the above services

**Note:** If technical calls exceed thirty (30) minute duration, additional time will be paid at two dollars and ninety cents (\$2.90) for each complete block of fifteen (15) minutes.

**2. Any other services requested of remote staff will be compensated as follows:**

- Casual hourly rate will be paid for all hours worked (including travel time). Mileage required in performance of requested duties will be payable at thirty-two cents (\$0.32) per km.

### **Appendix A1 – Remote Back Up Employees**

- a) *The purpose of back-up remote help is to provide relief for primary remote employees.*
- b) *Seniority for back-up remote employees shall be for the purpose of promotion to be hired to primary positions.*
- c) *Back-up remote employees will be paid one seventh (1/7<sup>th</sup>) of the weekly retainer for each day they provide relief.*

*Remote back-up employees will;*

- d) *Receive vacation pay as determined under the Federal Labour Code and such vacation pay shall be paid on the remote back-up employee's normal pay.*
- e) *Be entitled to file grievances according to the grievance and arbitration procedure of this Agreement.*
- f) *Be provided with felonious assault insurance as per Article 28.05.*
- g) *Be entitled to health and safety provisions as outlined in Article 24.*
- h) *Will receive the internal fleece and the external jacket as their uniform allowance.*

## **Appendix B – Casual Employees**

- a) *The purpose of casual help is to allow the Company the flexibility to perform relief work and work which is not feasible to schedule for regular assignments.*
- b) *Seniority for casual employees shall be for the purpose of promotion or to be hired to full-time or part-time positions.*
- c) *Casual employees will be paid for the hours worked and will be paid overtime in accordance with Article 14.*
- d) *The use of casual employees shall not be while bargaining unit employees are on lay-off until employees are first offered recall to work.*
- e) *Casual employees will only work overtime after full-time and part-time employees who have indicated they are available have been offered the overtime opportunity.*
- f) *Casual employees shall be provided with a clothing allowance as described in Article 29.*

*Casual employees will;*

- g) *Be granted the rest periods as per Article 15.*
- h) *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 weeks.*
- i) *Be entitled to overtime as set out in Article 14.*
- j) *Be entitled to file grievances according to the grievance and arbitration procedure of this Agreement.*
- k) *Be entitled to leave of absence as per Article 10.*
- l) *Be provided with felonious assault insurance as per Article 28.05.*
- m) *Be entitled to health and safety provisions as outlined in Article 24.*
- n) *Any casual employee who replaces a full or part-time employee for greater than three (3) months will be entitled to health and welfare benefits.*
- o) *Any casual employee who replaces a full or part-time employee for greater than three (3) months will be entitled to sick days as per Article 28.13.*

**Note:** As of the date of this Agreement, benefits to new casual employees will not be provided. Existing casual employees who have subscribed to the benefits will be 'red circled' and they will stay members of the plan.