

COLLECTIVE AGREEMENT

BETWEEN

GARDA CASH SERVICES (CANADA) CORPORATION
(hereinafter referred to as, "The Employer")
OF THE FIRST PART

AND

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

JUNE 1, 2018 – MAY 31, 2023

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

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

ARTICLE NO. 1 - RECOGNITION

- 1.01 The Employer recognizes the Western Canada Council of Teamsters as the sole collective bargaining agent on behalf of all employees of Garda Cash Services (Canada) Corporation in the provinces of Alberta, Saskatchewan, Manitoba and Thunder Bay, ON, excluding office and sales staff, supervisors and those above.
- 1.02 All conditions of employment relating to wages, hours of work, overtime, premium pay, vacations, holidays, and other general conditions of employment are specifically set forth and embodied herein, and no separate oral or written agreement shall be entered into with the individual members of the Union.
- 1.03 As a condition of employment, all employees shall become and remain members in good standing of the Union. All new employees shall immediately become and remain members in good standing of the Union, or be removed from the workplace until such time as they become members in good standing of the Union.

For the purpose 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, periodic assessments uniformly required of all Members in the Bargaining Unit, and/or other accessorial charges, as levied against him by the Union, and so indicated on the monthly Check-off List as provided by the Union to the Company.

- 1.04 a) The Company and Union agree that supervisory staff shall be excluded from the bargaining unit and shall not perform any work which falls within the scope of this agreement, except in the event of unanticipated contingencies, in emergencies when no bargaining unit employees are available.
- Notwithstanding Article No. 1.01, it is understood that all bargaining unit work in the control of the Employer will be performed by employees of the Company who are members of the Union.
- b) In Satellite branches, one Supervisor in each area may perform bargaining unit work to fill out the day, until such time as these branches can support a full-time Supervisor. Such Supervisor shall not displace a full-time position. This workload shall be reviewed annually and subject to the Grievance Procedure. The Company shall pay the amount equal to the monthly dues for each such Supervisor.

ARTICLE NO. 2 - DEFINITIONS

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

2. Those full-time employees who are not guaranteed forty (40) hours of work per week shall have the right to draw hours of work from the part-time pool of hours, prior to assigning hours to part-time employees, and such draw will not put them in an overtime position, except that those employees who are working scheduled hours of less than eight (8) hours per day or forty (40) hours per week, shall be allowed to pick up extra straight-time shifts during the work week, if they so desire, based on their seniority. No more than fifty percent (50%) of the extra shift is to qualify as overtime. For example, if an employee has thirty-six (36) hour regular straight time scheduled work, that employee would be eligible for an extra eight (8) hour shift, by seniority, which would consist of four (4) hours at the straight time rate of pay and four (4) hours at the overtime rate of pay.

c) Part-time employees are those employees who are not guaranteed hours of work per week as per 2.01 (b) (1) and (2) above.

All current part-time employees hired before May 1st, 2018 must complete availability forms and provide the Company with at least eight (8) shifts of availability per month of which at least four (4) must be worked if offered.

All part-time employees hired after May 1st, 2018 must abide by the same rules, but their seniority will be calculated according to their hours worked. The part-time seniority list will be updated and posted quarterly.

d) Promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as rate of pay.

e) Demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as rate of pay, as per Appendix A.

f) Gender - When the masculine gender is used, it shall also mean the feminine gender wherever applicable and vice versa.

g) Plural and Singular - When the plural is used it shall also mean the singular wherever applicable and vice versa.

h) New Classification - In the event that an employee performs work covered by the Certificate of Bargaining Authority and/or this agreement and there is no previously established classification or wage rate covering the work performed, the Union and the Employer shall negotiate a classification and wage rate. Failing agreement by the parties, the matter shall be referred to an arbitrator as provided for in this agreement, who shall have the power to establish such classification and wage rate.

i) Work Week - a work week in all areas is defined as 1201 a.m. Sunday through to 1200 midnight Saturday.

j) Job Descriptions - are intended to be a general description only, and do not limit jobs to those duties described.

1. CIT employees will be those employees who access ABM machines. They will be responsible for service, replenishing and performing duties required to service an ABM machine. They shall have the responsibility for all night depository controlled by financial institutions; servicing of financial institutions with respect of all cash and securities and coin, as well as the collection of cash and coin from commercial accounts for delivery to the banks.

2. Vault Custodian shall perform, in the vault, all those responsibilities required.

3. In Plant - all employees handling loose coin and/or cash, data processing and paperwork excluding those functions performed by vault personnel. Coin and cash is not handled past the parcelling stage.
 4. Lead/Custodian shall be responsible for crew, parcels, and all required equipment. Lead/Custodian shall not apply to ABM crews.
 5. Driver - shall drive the vehicle and assist the Lead/Custodian.
 6. Guard - shall perform the duty of guarding the crew and assisting the Lead/Custodian.
 7. Turret Guard shall guard and control the access and egress from the building.
- k) Hours worked shall include all of the following where compensation was paid: all hours worked, statutory holidays, vacation leave, sick leave, bereavement leave, leave for jury duty or crown witness and banked time taken as time off from work.
 - l) Hours worked for the purpose of pensionable earnings shall include all of the following where compensation was paid: all hours worked, statutory holidays, vacation leave, sick leave, bereavement leave, leave for jury duty or crown witness and up to one hundred and twenty (120) hours each year of banked time taken as time off from work.
 - m) Qualifications shall be defined as legal and proper permits and certificates to perform the work.
 - n) Technological changes means the introduction by the Employer into his work, undertaking or business of equipment, material, or operational system, of a different nature or kind than previously utilized by him in the manner in which the Employer carries on the work, undertaking or business.

ARTICLE NO. 3 - DEDUCTION OF UNION DUES

- 3.01 The Employer shall deduct the Union Initiation Fee from all new employees during the month following the date of employment. It will be the responsibility of the Company to have any new employee fill out an application card for membership within fourteen (14) days of employment and have the completed card returned to the Local Union office. Thereafter, the Employer shall deduct from all employees covered by this Collective Agreement, monthly Union dues and assessments or equivalent in the amount certified by the Union to the Employer. Such deductions shall be remitted within ten (10) days of the end of each month, and made payable to the appropriate Local Union, and sent to the Local Union Head Office, in care of the Secretary-Treasurer. Such monthly remittance shall be accompanied by a list of the employees from whom deductions were made, giving particulars of those employees on lay-off, sick leave, compensation, or who are no longer employed by the Employer.
- 3.02 The Company can only be held responsible for the actual deductions made for the Union, and the latter agrees to indemnify and save harmless the Company from any and all claims and disputes that could be made by an employee because of amounts deducted from his wage in conformity with the present agreement.

ARTICLE NO. 4 - PROBATIONARY PERIOD

- 4.01 All new hires shall be considered probationary employees, until such time as they have completed sixty (60) days worked or to a maximum of one hundred and eighty (180) calendar days. There shall be no responsibility on the part of the Employer respecting employment if probationary employees, should they be laid off or discharged during the probationary period.
- 4.02 No employee shall be required to complete more than one probationary period.

- 4.03 Employees transferring from one Branch to another, shall carry their years of service for Vacation entitlement only, and shall not be required to serve a Probationary Period in the new Branch. The Company has the sole discretion to approve transfers from Branch to Branch.

ARTICLE NO. 5 - HOURS OF WORK

- 5.01 Full-time employees shall be guaranteed a minimum of forty (40) hours of work, or the equivalent thereof in pay each week, in five (5) consecutive days or less or employees who are regularly scheduled for and guaranteed thirty-two (32) hours or more work per week. Full-time employees shall be entitled to such guarantee, provided they are available for work, and qualified to perform the work on each of their scheduled days of work for the week.

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

- 5.02 a) Overtime, Holidays and special work assignments shall be offered to the senior qualified employee, provided however in the event of an insufficient number of employees accepting such overtime assignments, the Employer reserves the right to assign the junior, qualified, employees, in the reverse order, to such an assignment. Employees who are interested in securing overtime work, must sign an availability form. Employees who accept an overtime shift, when contacted by the Company, will be responsible to finish that shift.
- b) Notwithstanding 5.02(a), employees who have completed eight (8) hours of overtime or more in one (1) week, shall not be required to work additional overtime in that week, beyond their normal work day, provided they have notified their Supervisor at the completion of their previous shift.

The Employer shall not permit any employee to work in excess of the maximum Hours of Service for commercial vehicles consistent with Federal regulations.

- c) No employee shall be required to work more than four (4) hours of overtime in conjunction with their regular shift. Notwithstanding the above, if the Company has exhausted all possibilities to fill a vacancy it may, fill its requirement through reverse seniority.
- d) Banked Overtime - Each full-time employee shall have the option to bank overtime. Banked time shall be paid out upon request of the employee. Time off shall be in compliance with Article No. 9.04(a), and shall not supersede the vacation schedule. Banked time shall be calculated at one and one half (1 ½) times for each overtime hour worked.

1. Maximum Overtime Banks by full-time employees will be converted to a dollar figure, based upon the following formula by Branch:

Outplant - Custodian Hourly Rate x one hundred and twenty (120) hours = \$\$

Inplant - Hourly Wage Rate x one hundred and twenty (120) hours = \$\$

2. The maximum bank threshold will be updated to reflect the wage increase at each anniversary date.
3. Overtime banked must be done in one hour blocks or portions thereof and be clearly indicated by the employee on their time cards, otherwise time owed will be paid.
4. Employee requests to verify hours banked will not be unreasonably withheld.
5. Requests for time off, utilizing banked overtime, must be received, on an approved request form, no later than 16:00 of each Monday, to allow the Employer sufficient time to prepare and post the new week's schedule

The request for a full week off, under this clause, utilizing Banked Overtime, can be scheduled in advance and responded to by the Employer on the following Monday, and will not supersede the vacation schedule. Requests for a full week off will be awarded on a first come first serve basis. In the event requests arrive at the same time seniority will prevail.

6. Employees must have sufficient funds in the bank prior to a time off request. Negative balances will not be allowed.
 7. Banked overtime taken as pay for a day off shall be considered as time worked.
 8. A maximum of one hundred and twenty (120) hours may be taken as pay for a day off in any calendar year.
- 5.03 For bid purposes only, all out-of-town scheduled runs, consisting of eight (8) hours or more, shall have full-time employees performing the work.
- 5.04 Full-time employees who are required to perform work on their scheduled day off shall be guaranteed four (4) hours of work or the equivalent thereof in pay at time and one-half (1 ½) the regular hourly wage rate applicable to the classification to which they are assigned on such work.
- 5.05
- a) A full-time or part-time employee who is called back to work after he has completed his normal daily assignment and has punched out, shall be guaranteed four (4) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one half (1 ½) times the regular hourly wage rate applicable to the classification to which he is assigned on such work.
 - b) Employees, who do not have a guarantee, reporting for work shall be given a minimum of four (4) hours work and or pay.
 - c) Employees who replace a full-time employee on a scheduled shift shall receive the full-time daily guarantee.
- 5.06 The overtime hours shall be divided into one (1) minute units. Any portion of one (1) minute shall be paid for as one (1) minute. Any adjustment to an employee's time card will be communicated to that employee, as soon as possible.
- 5.07
- a) Employees shall not be required to report for work until eight (8) hours have elapsed from the time they have last been released from work. In the event the employee starts a shift before eight (8) hours have elapsed, they shall be paid the overtime rate until such eight (8) hour period is over.
 - b) If an employee reports late for work, that employee will only be paid from the time he commences work.
- 5.08 Overtime shall be paid at one and one-half (1 ½) times the employee's regular rate of pay, and be applicable after an employee has worked forty (40) hours in any one (1) week, Sunday to Saturday inclusive, or beyond eight (8) hours in any one (1) shift. Any hours worked after, any scheduled eight (8) hour shift, shall be paid at time and one half (1 ½) the employee's regular hourly rate of pay. There shall be no pyramiding of overtime.
- The Employer reserves the right to initiate a compressed work week, consisting of four, ten (10) hour shifts. Overtime would be payable after ten (10) hours per day.
- 5.09 The forty (40) hour work week for full-time employees shall be reduced by eight (8) hours for each Statutory Holiday.

5.10 Bid Run Language

- a) Subject to Article No. 10.00 of the Collective Agreement, the Company and the Union agree that run audits will be conducted at least once every six (6) months, or on request if there has been a significant change in work volumes.

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

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

When it can be demonstrated that additional forty (40) or thirty-two (32) hour blocks of work are available, exclusive of Seasonal Work, then an additional block of work shall be created, and offered to part-time employees for re-classification to full-time.

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

Twice annually, in May and October for commencement in June and November, the Employer shall post a schedule of runs and assignments. In extenuating circumstances, and with notification to the Union, the Employer may post a schedule of runs and assignments at times other than in May and October of each year. Such runs and assignments shall be grouped in weekly blocks. Each weekly block of runs or assignments which is posted, shall be described generally, showing the area served, the starting time and durations, the type of work involved, and the crew complements. The weekly blocks shall also designate which days in the week an employee shall normally be scheduled "off". Employees shall bid in a position (i.e. driver, custodian, or guard) and shall remain in the position for the duration of the bid.

The schedule, so posted, shall remain posted for a period of two (2) weeks, to permit employees to study the schedule on which they will bid. Implementation of the bid will occur no sooner than one (1) week following the completion of the bidding process and a posting of the final bid schedule.

- b) Eligible full-time employees will be called in order of their department classification for each classification, and shall be given a fifteen (15) minute time limit in which they may bid for the weekly block assignment of their choice. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis.

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

- c) Once an employee has been assigned to a weekly block of runs, such employee will normally remain on such block until the next general bid. Except:
1. Full-time employees will be offered forty (40) hour schedules due to absenteeism.
 2. Employees who demonstrate a personal reason for changing their bid shall be accommodated on compassionate grounds.

3. Start or finish time changes of more than one (1) hour to a bid shift, will allow the employee affected to bump a junior employee, or choose to stay on the changed route.
- d) Part-time Preferential Bids - upon request of the Union, 1 & 2 below shall be applied:
1. All preferential bids shall be for a three (3) month period, based on seniority, by date of hire.
 2. The Company will post all available work, including vacation openings for full-time employees, for bidding purposes, thirty (30) days prior to commencement of the schedule. Said schedule must be bid and posted by the fifteenth (15th) day of the month. Any work that becomes available after the schedule is posted shall become "pool" hours, and shall be assigned by seniority.
 3. Part Time employees must submit an availability form by the fifteenth (15th) of each month, for the following month. Failure to submit an Availability Form by the fifteenth (15th) of the month shall result in "last" consideration when assigning hours.
 4. Any available hours, after the bids are satisfied, shall be awarded based on seniority and properly submitted Availability Forms.
 5. All part-time employees are required to make themselves available for a minimum of four (4) shifts per month, of which one (1) must be worked as per Article 2.01 c).
- e) A basic full-time weekly schedule of work, showing the days of work, days off, starting times and standard run assignments for all employees will be posted each week on Thursday by 12:00 (noon), the week prior to the work scheduled. Requests for time off must be received, on an approved request form, no later than 16:00 of each Monday, to allow the Employer sufficient time to prepare and post the next week's schedule. Vacancies appearing in the assignments prior to the Thursday posting may be filled by available part-time employees at start time.
- f) When an employee bids into the vault or dispatch for the first time, they must remain in that position for at least one (1) year and can only be removed from the position through a bump from a senior employee.

When an employee bids into a specialty position other than driver, guard, custodian, or night run for the first time, they must remain in that position for at least one (1) year and can only be removed from the position through a bump from a senior employee.

- 5.11 In all areas where a compressed work week is used, the Company shall increase the benefit level to reflect the compressed work week.

In all areas where the term "day" is utilized, it shall also mean a day in a compressed work week.

Whenever the Company wishes to establish a new shift in any area, of other than eight (8) or ten (10) hours, the Company and Union will meet in this regard. If the new proposed shift is mutually agreeable to the Company and the Union, a Letter of Understanding will be signed by the Company and the Union identifying any exceptions to the collective agreement language that are applicable.

ARTICLE NO. 6 - LUNCH AND REST PERIODS

- 6.01 Employees shall be allowed a minimum of one-half (1/2) hour off, unpaid, to eat his meal on a shift which involves a meal period. Such meal period shall commence whenever possible no earlier than three (3) hours after the start of the shift or no later than five (5) hours after the start of the shift. A mandatory lunch break shall be considered as time worked.

- 6.02 All employees shall be allowed to take a fifteen (15) minute rest period, with pay, during the first half of any shift and an additional fifteen (15) minute rest period, with pay upon completion of six (6) hours of work. Every effort shall be made to avoid taking such stops when high liabilities are on board the armored car and at times when the making of such stops will interfere with the Employer's obligations to the customer. Employees will receive an additional fifteen (15) minute paid break after ten (10) hours. The third (3rd) break in a day shall only apply to overtime hours beyond two (2) hours and shall not apply to regular hours.

ARTICLE NO. 7 - RELIEVING RATES OF PAY

- 7.01 Any full-time employee assigned to work in a higher paying full-time classification, shall be paid for all hour worked in such classification, at the higher rate of pay (a minimum of one hour at the upgraded wage shall be paid). Any part-time employee assigned to a higher paying part-time classification shall be paid the higher rate of pay for all hour worked in the higher classification. It is also agreed that if an employee works more than half his shift in the higher paying classification, then he will be paid for the entire shift at the higher rate.

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

- 7.02 The Employer will pay a minimum of one dollar (\$1.00) per hour premium to any employee temporarily classified and working as a Lead Hand, on a shift-by-shift basis.

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

- 7.03 Any employee that holds a valid Red Pass and a DA license shall be paid hours worked a maximum of fifty cents (\$0.50) premium. The premium is given only when utilizing the Red Pass or DA license.

ARTICLE NO. 8 - STATUTORY HOLIDAYS

- 8.01 The following days shall be designated as Statutory Holidays, for which employees covered by this Agreement shall receive eight (8) hours' pay and it shall be considered as time worked.

New Year's Day	Family Day (AB, SK, TB/ON)
Labour Day	Good Friday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Civic Holiday (1 st Monday in August)
Remembrance Day	Louis Riel Day (MB)

In the event that a Statutory Holiday is proclaimed by either the Federal or Provincial Government, such Holiday shall be observed in the relevant jurisdiction(s).

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

- 8.02 Eligible employees are those employees who have been employed in excess of thirty (30) calendar days.
- 8.03 a) All employees who work on any of the designated Statutory Holidays will be guaranteed a minimum of four (4) hours work, and be paid for the time worked, at the rate of one and one-half (1 ½) times the employee's basic straight time rate, in addition to the Statutory Holiday pay.

- b) All work performed on Christmas Day will be paid for at two (2) times the regular rate of pay for all hours worked, in addition to the Statutory Holiday pay.
 - c) To qualify for Statutory Holiday pay, an employee must work all of their last scheduled shift before and first scheduled shift after the holiday, unless their absence is for illness or bereavement. Documentation at the employee's expense will be required to validate such absence.
- 8.04 If a recognized Holiday, as indicated above, occurs during the employee's vacation, the employee shall receive a day off with pay in lieu of the Holiday or a day's pay at the option of the employee. If the extra day off is selected, the Employer shall have the option to grant the day either before or after the start of the employee's designated vacation period or some other mutually agreed-to date.
- 8.05
- a) When a Statutory Holiday falls on a regular day off of work, then either the immediately previous or following regular working day shall be observed as the Holiday. If not possible, it shall be banked and used at a time mutually agreed by the Parties.
 - b) When a Statutory Holiday falls on a regular working day, then another day off may be scheduled by mutual agreement between the Employer and the employee. It is understood that said day off shall be deemed to be the Statutory Holiday, and may be used as a long weekend. All banked Statutory days must be taken by January 31st of the following year and in accordance to Article No. 9.

ARTICLE NO. 9 - VACATIONS WITH PAY

- 9.01 No later than October 15th of each year, the Employer shall post a vacation list or lists on the bulletin board and each employee shall, in order of seniority, apply for his desired vacation and such request must be completed by November 15th of each year.
- After November 15th of each year following the selection of one (1) week vacation blocks, vacation may be requested in one (1) day blocks in Alberta.
- 9.02 It is the Employer's responsibility to ensure that employees sign up for vacations in an expedient manner and eliminate any delays on the part of any employee in exercising his entitlement for vacation selection. No employee will be by-passed without two (2) working days notice in writing from the Employer. Once established, the vacation schedule shall not be changed unless mutually agreed and open periods are available. The vacation schedule must be finalized by December 1st.
- 9.03 In the event an employee shall fail to select his vacation on or before, March 1st, the employee will only be allowed to select vacation periods that have not already been booked. If an employee has not selected vacation by May 1st, the employer reserves the right to assign such employees vacation period, however, the Employer will give two (2) weeks' notice to the employee.
- 9.04
- a) The Employer will not be required to permit more than ten percent (10%) of each seniority list, rounded up to the nearest number, of employees to be off on vacation at any one time so that the Employer can maintain continuous operating efficiency and quality of client service.
 - b) During the second week of December, up to and including the first week of January, there shall be no more than for;
 - Calgary and Edmonton, four percent (4%) Cash in Transit (CIT) and one (1) inplant employee(s) per week off on vacation;
 - Manitoba, four percent (4%) CIT and one (1) inplant employee(s) per week off on vacation;
 - Saskatchewan four percent (4%) CIT and one (1) inplant employee(s) per week off on vacation.

9.05 Vacations taken during the period of the third complete week of June up to and including the first complete week of September will be limited to three (3) weeks for any employee during this period but may be taken in conjunction with the immediately preceding week(s) in June or the immediately following week(s) in September. This three (3) week restriction shall be increased to the employees maximum allowable vacation if at the time of the scheduled being finalized there are still weeks open.

9.06 Service Requirements and Entitlement:

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

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

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

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

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

All Alberta and Saskatchewan employees shall have January 1, of the year in which they commenced employment with the Company, as a common anniversary date for determination of vacation entitlement only.
- e) For the purpose of calculating vacation entitlement over and above the Code, any year in which a part-time employee works in excess of fifteen hundred (1,500) hours, that year shall be counted toward service requirements. This clause shall be retroactive for full-time employees hired after January 1, 1990.
- f) A week of vacation time is defined to mean the employee's scheduled work week.

- 9.09 In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous anniversary year, he shall receive four (4) percent, six (6) percent, eight (8) percent, ten (10) percent or twelve (12) percent, as the case may be, of his pay earned for the anniversary year in which he ends his employment for which no vacation has been paid.
- 9.10 An employee going on vacation upon request shall be given a statement showing the period for which the employee is receiving vacation pay, how the vacation was calculated (i.e. on a percentage or weekly guarantee).
- 9.11 Vacations must be taken within the calendar year except that an employee wishing to defer his vacation period to the following year to accommodate a planned trip during the period January 1st to April 1st will be allowed to do so. Deferred vacations shall be limited to two (2) employees per year and said vacations shall take precedence in the vacation schedule.
- 9.12 Employees on vacation cannot perform work for the Company while on vacation for that calendar week, calendar week being as outlined in Article 2, i).
- If an Employee chooses to make themselves available by signing the overtime sign-up availability form, for shifts on their normal days off, adjacent to their vacation period, the Employee will be allowed to work.
- If a shift or shifts become available on an Employee's normal days off, adjacent to their vacation period, the Employee shall be contacted and offered such overtime as outlined in Article 5.
- Under no circumstances, can a Member of Management force any Employee to work on their normal days off, adjacent to their vacation period.
- 9.13 When a full-time employee is off on vacation, the Company shall open up bidding rights to all employees on the seniority list, by seniority basis. Filling said vacation spot shall be as follows:
1. First spot by seniority
 2. Second spot by seniority
 3. Third spot by floater
- 9.14 Vacation Relief Bids - Employees who bid a vacation relief position shall assume the bid position from Sunday through Saturday of each week, to ensure that such employee receives a complete work week.
- The Employer shall not be required to bid vacation, less than the full time guaranteed, that has been scheduled in less than full week blocks. Those shifts shall be filled on a daily basis, by seniority, as per the Collective Agreement.

ARTICLE NO. 10 - MANAGEMENT RIGHTS

- 10.01 The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge employees, or otherwise discipline employees for proper cause.
- 10.02 The right to maintain order and establish and enforce rules and regulations governing the conduct of employees.
- 10.03 The right to utilize and/or hire part-time employees during peak work periods, emergencies, or unanticipated contingencies, and to fill out and complete the work schedule over and above those hours guaranteed to regular full-time employees.
- 10.04 The right to reduce overtime hours wherever and whenever possible.

- 10.05 The right to determine the products to be handled and the methods of handling and processing and related scheduling of operations.
- 10.06 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. The Employer hereby reserves all rights and privileges not specifically modified by this Agreement.
- 10.07 Nothing herein contained shall be construed to prevent management, sales or office employees from performing bargaining unit work, in cases of emergency, unanticipated contingencies, and when no bargaining unit employees are available to perform such work.

ARTICLE NO. 11 - SENIORITY

- 11.01 The Employer shall accept the principle of seniority. Seniority shall be the determining factor for layoff and recall, promotion or demotion, work preference, daily call-in, provided the employee is available and qualified to perform the work, subject to the provisions herein.
- 11.02 Promotions to higher classifications shall be made in accordance with list seniority, subject to the job posting procedure. The applicant must possess the proper certificates and/or permits for any new position. The Employer shall provide the successful applicant the opportunity to train for this new position.
- 11.03 The necessary training required by an employee to perform the normal functions of the job shall be first determined by the Employer in a just and fair manner.
- 11.04 Demotion to a lower classification, due to reduced work requirements of the Employer, shall be made in reverse order of seniority.
- 11.05
 - a) Any employee who has moved to a different classification within or outside the Bargaining Unit and after a reasonable training and/or trial period, not to exceed ninety (90) calendar days, is found to be unsatisfactory for the new position, shall be restored to his former position and shall retain his seniority therein. Protection of seniority for an employee promoted outside of the Bargaining Unit shall apply only once during the term of this Agreement to any individual employee. The employee shall have the option to return to his former position during the ninety (90) day trial period.
 - b) It is the intent of this Article to cover employees who move latterly between classification, or for those employees that have been promoted to full-time. For example, it would apply to employees moving between full-time departments i.e. In-route to Inplant or Inplant to In-route. It would not apply to any employee who "self-demotes", and then wishes to return to full-time status. Further, any employee who is promoted to full-time, and then wishes to return to part-time status after the ninety (90) day period, will for bidding purposes, go to the bottom of the part-time seniority list.
- 11.06 The lay off and recall of employees will be based on seniority on each of the seniority lists; that is, the last hired will be the first laid off, and the last laid off will be the first recalled. Any employees laid off or reduced to part-time shall be notified in writing, with a copy to the Union office.
- 11.07 An employee shall lose seniority and his employment shall be terminated if:
 - a) he is discharged for just and sufficient cause and not reinstated through the grievance and arbitration procedure of this Agreement;
 - b) he voluntarily leaves the employ of the Employer;
 - I. he fails to report to work after a lay off, within ten (10) calendar days after being notified by registered mail;

- II. he is absent from work for three (3) days without notifying the Employer, unless for a bonafide reason;
 - III. he is promoted and remains outside of the Bargaining Unit for ninety (90) days or longer;
 - IV. he has been on lay off for a period of twelve (12) months.
- 11.08 Every employee shall have thirty (30) days from the posted date when their name first appeared on the Seniority List to dispute their seniority.
- 11.09 Employees of the Company who are not recognized jurisdictionally as members covered by the terms and conditions of the Collective Agreement will be deemed to be the most junior employees with regards to rights and privileges of seniority.
- 11.10 Full-time employees shall have seniority over part-time employees. Full-time employees demoted to part-time status shall be placed on the top of the part-time seniority list. The full-time employees who have been laid-off to part-time shall take the next full-time position when their seniority allows. Should the employee fail to take the next full-time position available to them they shall be placed on the part-time seniority list where their date of hire places them.

11.11 **Alberta Seniority**

- a) Alberta Seniority Lists, by branch, will be maintained by the Employer as follows:
 - 1. CIT, Vault, Dispatch Lead Hand
 - 2. In-Plant personnel
 - 3. Part-time personnel
 - 4. Satellite Branches / full-time / part-time

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

- b) Employees may not be moved from one seniority list to another without the prior mutual consent of the employee and the Employer. If such consent is given, the employee shall take the seniority position at the bottom of the other seniority list.
- c) The Employer shall immediately, and every six (6) months thereafter, post seniority lists, with a copy to the Local Union, setting out the name, classification, and date of employment of all employees. Seniority for regular full-time employees shall be determined by the date on which such employee became a regular full-time employee. Part-time seniority shall be by date of hire.
 - 1. For the purpose of promotions to full-time status, whenever there are not reduced full-time employees eligible for promotion, current part-time employees shall be considered for promotion in accordance with their seniority, provided they possess the qualifications.
 - 2. Seniority shall be used for the purpose of daily call-in. The employee must have the qualifications to perform the work.
 - 3. Demotion on each seniority list, due to reduced work requirements of the Employer, shall be made in reverse order of seniority.
 - 4. Demoted full-time employees may use their overall seniority to bump the junior full-time employee. Said demoted employee shall be placed at the bottom of the new Department Seniority List. Company seniority will not be lost when changing departments.

11.12 **Manitoba Seniority**

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

Winnipeg	1.	CIT, Vault
	2.	Inplant
	3.	Part time

Brandon	1.	Full-time
	2.	Part-time

Thunder Bay	1.	Full-time
	2.	Part-time

- c) Full time employees shall have seniority over part time employees:
- d) A part time employee shall:
 - 1. Be carried on a part time seniority list and shall be called in to work according to their position on said list.
 - 2. Be given first opportunity to qualify as full time employees as openings become available and will then be placed at the bottom of the applicable enroute or in plant seniority list.
 - 3. Employees who work twenty (20) hours per week when the work is available, and make themselves available for work on two (2) weekends per month, shall be considered dedicated and shall be carried on the Part-time list ahead of those who are non-dedicated.

11.13 **Saskatchewan Seniority**

- a) Five seniority lists will be maintained by the Employer:

- 1. CIT, Vault
- 2. Inplant
- 3. Part-time Enroute - CIT, Vault
- 4. Part-time Inplant
- 5. Satellite Branches

Employees moving from one seniority list to another shall take the seniority position at the bottom of the other seniority list.

For purposes of Branch closures and the employee transfers to another branch, he/she will be dovetailed in the seniority list at the receiving branch, provided the classification is the same.

- b) Seniority for full-time employees shall be based on the most recent date on which such employee became full-time. Every six (6) months, or on request, the Employer shall post, and provide to the Union, a seniority list, setting out the names, classifications and seniority dates of all employees.

- c) Full-time employees shall have seniority over part-time employees.
- d)
 1. Part-time employees shall be called in to work according to their position on the appropriate seniority list.
 2. In the event a full-time position becomes available, consideration will be first given to the senior, available, qualified person who has no outside employment.
 3. Employees who work twenty (20) hours per week when the work is available, and make themselves available for work on two (2) weekends per month, shall be considered dedicated and shall be carried on the Part-time list ahead of those who are non-dedicated

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

- 12.01 In the event a vacancy occurs in any of the classifications covered hereunder, the Employer shall post a notice on the bulletin board notifying employees that such a vacancy exists. Employees desiring consideration for such a job shall then apply in writing within seven (7) working days of such posting. The filling of such vacancy shall be in accord with the terms and conditions listed above.
- 12.02 Full time employees wishing to trade shift with another co-worker in order to accommodate personal issues, shall do so by assuming the responsibility of ensuring that the shift(s) in question are covered.

All shift trades must be presented in writing to management for approval, a minimum of forty eight (48) hours prior to the actual shift in question. Shift trades will be limited to five (5) times per month.
- 12.03 When an employee is on Workers' Compensation, Weekly Indemnity, Long Term Disability or is unable to complete his or her bid for any other reason, and when the absence is to be for more than thirty (30) days in length, the Company shall post the open position, and fill it on a seniority basis.

ARTICLE NO. 13 - PAY DAY PROVISIONS

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

An employee upon request, will be provided an account of all banked time that is being administered and maintained by their local branch.
- 13.03 When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is for an amount of one hundred dollars (\$100.00) or more, the employee will receive payment within the next three (3) business days. All pay adjustments will be processed on a separate pay stub.
- 13.04 The Employer will indicate the amount of monies deducted for Union dues in the appropriate box on the employee's T-4 slip.

ARTICLE NO. 14 - STRIKES AND LOCKOUTS

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

ARTICLE NO. 15 - SHOP STEWARDS

- 15.01 Shop Stewards shall be appointed or elected, as the Union so wishes, to see whether the members of the Union, and the Company, follow the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. There shall be no discrimination against the Shop Stewards for lawful Union activities, and the Shop Stewards shall not let their duties unduly interfere with their regular work assignments.
- 15.02 The Union shall advise the Company, in writing, of the names of the Shop Stewards who shall be employees who have completed their probationary period, at the time of signing of the Agreement, and within five (5) days of any change of employees selected to so act during the term of this Agreement.
- 15.03 Shop Stewards shall be permitted to take up grievances during work hours, without loss of pay. The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the collective agreement being implemented and for the purpose of presenting complaints and/or grievances to the Manager.
- 15.04 The Business Agent of the Union shall be admitted to the Company's premises during regular working hours at a mutually agreed upon time, upon notification by the Business Agent. The Employer agrees to make available Shop Stewards, to a maximum of two per Province, to the Union, upon request, for the purpose of negotiating the Collective Agreement. The Union shall compensate Shop Stewards for all time spent attending negotiation meetings.
- 15.05 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 15.06 Alternative Stewards - The Company agrees to recognize any employees, selected by the Union to act as Alternate Stewards to assist in the presentation of any proper grievances that may arise, in the event that the Steward is absent from work.
- 15.07 If the Company discharges the Shop Steward, the Union shall be advised prior to such discharge, and the Steward shall have the right to representation from his Chief Steward or Union Business Agent.

ARTICLE NO. 16 - LEAVES OF ABSENCE

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

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

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

- 16.02 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, and subject to any payments the employee is entitled to under any Sick Pay Plan, until such time as his doctor states such employee can return to work, provided the Employer reserves the right to require the employee to be examined on the employee's return to work by a doctor selected by the Employer which examination shall be paid by the Employer. Such absence will not exceed two (2) calendar years except by mutual consent of the parties.

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

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

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

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

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

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

- 16.07 Medical Examinations - Any medical examination requested by the Employer shall be promptly complied with by all employees, provided, however, that the Employer shall pay for all such examinations. The Employer will be entitled to receive information on prognosis, NOT diagnosis.

- a) If an employee takes a medical examination, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. Such time shall be paid for at the straight time rate of pay.
- b) In addition to the above procedure an Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses is required by any agency, insurance or other appropriate agency to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examination.
- c) Should the Professional Doctor deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- d) 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:
 - 1. 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.
 - 2. In the event that no position can be identified to accommodate the employee, he will:
 - a) be placed on lay off (medical leave of absence without pay); or
 - b) qualify for participation in any of the employees benefit programs to which he is entitled to as a participating member by arranging to pay all applicable premiums; or
 - c) qualify for Workers' Compensation if his incapacity resulted from an on-the-job illness or injury.

16.08 Compensation Coverage -

- a) When an employee is injured at work or goes on compensation, he shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his previous job and rate of pay or work and rate of a position suitable to his ability to perform.
- b) If it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice, and/or pay.
- c) In the event of a disability injury on the job a full-time employee will be entitled to a full day's pay, and a part-time employee will be entitled to his scheduled hours for the day of injury.

16.09 Possession and Acquisition License - It is the employee's responsibility to ensure that his or her Possession and Acquisition License and Authorization to Carry Permit are current and maintained. Each employee must provide the application to renew their PAL three (3) months prior to the expiration date to the Company. Should an employee submit their application to the Company after this time and not receive their renewed PAL, prior to the expiration of their current PAL they will be placed on a leave of absence without pay until such time as they receive their renewed PAL.

- 16.10 Without limiting the generality of the foregoing, employees may be granted a leave of absence, without pay, for up to one (1) year but no less than four (4) months for Formal Education purposes. Employees requesting such leave must do so in writing with proof of registration at least sixty (60) days in advance with specific start and return dates. Formal Education Leave will not affect employees' seniority. Formal Education leaves of less than four (4) months in duration will be granted at the employer discretion. The Employer will be required to respond to all requests within fourteen (14) days of receipt.

ARTICLE NO. 17 - TECHNOLOGICAL CHANGE

- 17.01 The provisions of this Section are intended to assist employees affected by any technological change to adjust to the effects of the technological change through training.
- 17.02 The Parties to this Agreement recognize that the technological changes that result in increased efficiency and productivity must be encouraged and further that the Parties have a direct responsibility to reduce to a minimum the adverse effects to any employee that may result from such changes.
- 17.03 In the event the Employer proposes a technological change in its operation requiring training, the Employer agrees to give first opportunity to employees then on the payroll by seniority, in the classification, to train to perform the work.
- 17.04 The Company shall advise the Union as far in advance as possible, and not less than thirty (30) calendar days prior to the introduction of technological changes. The matter shall immediately become a topic of discussion between the Company and the Union particularly with regard to:
- a) The effect such changes will have on the number of employees within the branch.
 - b) The effect on working conditions.
 - c) Any changes in job classifications.
- 17.05 Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, shall receive termination pay of one (1) week's pay for each year of service with the Employer, to a maximum of five (5) years or the Canada Labour Code whichever is greater, at the rate of pay the employee was receiving on the date of termination.

ARTICLE NO. 18 - SANITARY FACILITIES

- 18.01 The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and segregated facilities for female employees shall be provided where necessary.
- 18.02 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- 18.03 The garage and office shall be adequately heated and ventilated.

ARTICLE NO. 19 - HEALTH AND SAFETY

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

- 19.03 The Company will reimburse each employee one hundred and twenty dollars (\$120.00) upon receipt of the purchase of Safety Boots, every twenty-four (24) months. Boots must be hard toe, black leather.
- 19.04 The Employer shall provide winter survival kits for over the road trucks.

ARTICLE NO. 20 - BULLETIN BOARDS AND DECALS

- 20.01 The Employer will provide two Bulletin Boards, minimum two (2) feet by three (3) feet, at its terminal on which to post changes in Company rules and regulations and on which the union may post notices to its members. All union notices are to be dated and signed by an official of the union. All union notices are to appear on the designated union board only.
- 20.02 It shall not be a violation of this Agreement for an employee to post the Teamsters Union Label in a conspicuous place in the cab of the vehicle or equipment he is operating. The said label is to be of a size not in excess of three inches by four inches (3" x 4"). Said label is not to be attached to any glass area.
- 20.03 Union bulletin boards are to be placed in plain view so as employees are able to view at any time during their work day.

ARTICLE NO. 21 - TRUCK MAINTENANCE

- 21.01 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.
- 21.02 In the event an employee determines that a vehicle is in unsafe operating condition, he shall request that a Supervisor confirm this. If the Supervisor concurs, he shall place a red tag in a conspicuous place on the vehicle. Such vehicle shall not be operated until the fault is corrected. Should there be a dispute over the safety of the vehicle a mechanic will certify the vehicle in writing.
- 21.03 All trucks owned or leased by the Employer must have steps or similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts in accordance with the laws of the Province.
- 21.04 All units shall have adequate heaters, air conditioning, windshield wipers, weather stripping, and defrosters.
- 21.05 No driver shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas, water and oil minor repairs (wiper blades, light bulbs) and to see that it is in proper operating condition, not in driving the vehicle to the proper place of maintenance and parking. Each employee shall be required to maintain the cleanliness of their respective working compartments.
- 21.06 Employees shall immediately, or at the end of their shift, report all such defects of equipment. The reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee.
- 21.07 A three part truck maintenance log book will be provided in each unit. One copy will be handed in to the company, one copy retained by the driver, and the original will remain with the unit. Repairs, when made, will be noted in the log book. All other paperwork shall comply with the current Federal Regulations for commercial drivers.
- 21.08 A daily trip inspection shall be conducted on all commercial vehicles prior to leaving the Branch to comply with current Federal requirements by the employee responsible for the vehicle on that shift.

- 21.09 All employees who may drive a Company operated vehicle are required to complete a Daily Driving Log that meets Federal regulatory requirements.

ARTICLE NO. 22 - TRAFFIC TICKETS

- 22.01 No driver shall be required to violate traffic laws. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the Employer, the Employer shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the Employer within forty-eight (48) hours and if not so delivered, the Employer shall not be responsible for the payment thereof.
- 22.02 Moving violations shall be the sole responsibility of the driver; e.g. speeding, failure to stop at the traffic stop signals, improper traffic driving and reckless driving.
- 22.03 The Employer has the right to request a Drivers Abstract, however, if requested, the Employer must pay for the abstract.
- 22.04 Employees must immediately report the suspension of their Driver's License, for any reason.

ARTICLE NO. 23 - TOOLS

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

ARTICLE NO. 24 - TRAINING AND MEETING ATTENDANCE

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

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

Employees will be reimbursed for mileage at a rate of fifty-three cents (\$0.53) per kilometer, and if an employee is required to travel in excess of sixty (60) kilometers from his/her home branch, the employee will be paid for his/her travel time at straight time regular rates.

The Employer shall provide sufficient in-house training prior to the employee taking any tests or qualification. The Company shall pay the cost of obtaining the ATC permit for employees who have been employed for more than thirty (30) days, who do not have an Authorization to Carry permit, and wish to transfer to a position that requires an ATC.

New hires will bear the initial cost of permits

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

ARTICLE NO. 25 - HEALTH and WELFARE AND PENSION

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

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

- 25.02 Employees hired after January 1, 1987 will be eligible to join the Company Pension Plan after twenty-four (24) months of employment, provided the employee has earned thirty-five percent (35%) or more of YMPE in each to two (2) consecutive calendar years.

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

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

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

ARTICLE NO. 26 - SICK LEAVE PLAN

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

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

Full time employees during their first (1st) year of employment shall accumulate paid sick leave at the rate of .5 day per month of employment. The fiscal year shall be from December 1 through to November 30. Should any employee leave their employment prior to November 30, payout shall be calculated at the above accumulation rate at their current rate of pay.

Reasonable proof of illness, which shall include a Doctors' certificate, may be required after the fourth (4th) consecutive sick day, or only after reasonable cause has been shown. The employee will not be paid unless the said Doctors' certificate is produced upon returning to work. If the Company requires a Doctors' certificate, the Company will pay for the cost of the certificate with an original receipt.

ARTICLE NO. 27 - EQUAL OPPORTUNITY

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

ARTICLE NO. 28 - UNIFORMS

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

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

28.02 a) The Employer shall provide each out-of-plant employee a bullet resistant vest. Said vest shall be the type to be worn over the employee's uniform. The Company will ensure vests are properly fitted. This vest shall be replaced based on the manufacturers recommended expiry, or as warranty reflects. The vest shall be a Level III A with trauma plates.

It will be mandatory for employees to wear such vest.

b) Any employee who terminates their employment, shall be required to return the bullet-resistant vest.

c) It is understood the above shall apply to the renewal, or the purchase of a new vest only. Employees who own, or who are purchasing a vest as previously agreed, shall not be affected by this clause until such time as the vest requires replacement.

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

28.03 Duty ammunition will be replaced as required at time of annual qualification.

ARTICLE NO. 29 - OVERNIGHT STAY / MEAL ALLOWANCE

29.01 Employees required to stay overnight, at a location outside of their base Branch, shall be provided with clean, comfortable lodging, single accommodation, and shall be paid, in advance, forty-nine dollars (\$49.00) meal money for each layover.

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

29.02 The current practice of meal allowance in Alberta, of paying meal allowance on one (1) day highway runs, is to be red circled at the current allowance. For clarification, this entitlement applies to day runs of eleven (11) hours or greater that are required to operate outside of a one hundred and sixty (160) kilometer radius of the branch. This allowance shall be eighteen dollars (\$18.00) and will be increased by one dollar (\$1.00) each anniversary of the Collective Agreement.

ARTICLE NO. 30 - GRIEVANCE PROCEDURE AND ARBITRATION

30.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance and shall be adjusted and settled within the terms and conditions as set forth in this Agreement.

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

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

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

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

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

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

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

Therefore, the Company and the Union agree as follows:

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

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

Failing to agree upon a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator. The arbitrator, so selected or appointed, shall have the authority to adjust and settle the controversy submitted to him, but he shall be confined to the subject submitted for decision and may in no event, as part of any decision rendered thereon, impose upon either party any obligation

which has not been agreed upon by the parties under the Terms of this Agreement or which may affect the reformation of this Agreement or any provisions thereof. The decision of the arbitrator shall be made in writing and shall be final, conclusive and binding on the parties to this Agreement.

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

ARTICLE NO. 31 - DISCIPLINE

31.01 Employees shall receive a copy of any verbal, written, or disciplinary letters that are placed on their file, with a copy to the Union. Such letters shall become part of the employee's work history. When the Employer schedules a meeting with the employee in this regard, the Employer shall ensure that a Shop Steward or alternate is present at such meeting.

31.02 Verbal, written or disciplinary letters shall not be used for the purpose of compounding discipline after one (1) year. If a re-occurrence of the same or similar infraction exists within said year, progressive discipline may apply.

In most cases the Company shall follow the set out process to determine progressive discipline:

1. Verbal
2. Written
3. One (1) day suspension
4. Three (3) day suspension
5. Five (5) day suspension
6. Termination

Except in cases of conduct, which could support discharge, employees may be allowed to remain on the job without loss of pay unless and until the discipline is sustained under the Grievance Procedure. If no grievance is filed to contest the discipline, or after the Grievance Procedure has been completed, any suspension should commence within fifteen (15) working days of the grievance deadline, or stage 3 of the Grievance Procedure is completed. The Union agrees to not unreasonably delay the processing of such cases. If the Union unreasonably delays the processing of the case, the Employer shall have the right to impose discipline.

31.03 Where the Union requires an explanation of reasons for discipline, hours of work, seniority, the Employer agrees to promptly supply same within ten (10) calendar days from the request, either verbally or in writing to the Union.

31.04 Employees covered by this Agreement will have access to their personnel file upon written request by the employee involved during normal office hours.

31.05 Any document or discipline that is to be included in an employee's work file must have been brought to the employee's attention at the time the incident occurred, but no later than ten (10) days from each occurrence, or from the day of discovery of the violation.

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

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

ARTICLE NO. 32 - UNION / INDUSTRY ADVANCEMENT FUND

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

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

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

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

ARTICLE NO. 33 - TERMINAL CLOSURES

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

ARTICLE NO. 34 – EMPLOYEE PROTECTION

34.01 The Employer will provide, to an active employee, the services of a lawyer, at no cost, in the event he/she is named as a defendant in a legal pursuit commenced by a third party (excluding another employee) resulting from legal actions taken by the Employee in the regular course of his/her functions, and proper practices and procedures were followed.

ARTICLE NO. 35 – LABOUR MANAGEMENT MEETINGS

35.01 1. Purpose and Commitment:

The purpose of the Joint Labour Management Meetings is to provide the parties with an open forum for communication. This will enable both parties to have a better understanding of opportunities to resolve problems and issues in an open exchange of ideas and views between Union and Management. The Parties will use the Committee to improve the working relationship between Union, employees and Management the people they represent and to build a more effective working team.

Structure of Committee:

For the Company	For the Union
Branch Manager	All Branch Stewards
RVP Western Canada	Business Agent
Guests	Guests

Either party may request guests pertinent to subject matter.

Each province and/or branch, covered by this Collective Agreement, is to have a separate JLM, which will consist of all Branch Managers and Stewards as a minimum.

2. Limitations

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

ARTICLE NO. 36 - EXPIRATION AND RENEWAL

36.01 This Agreement shall be effective from June 1, 2018, and shall remain in effect until May 31, 2023 and thereafter from year to year, but either party may, within four (4) months of the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

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

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

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

Martin Regimbald
Western Canada

William Mathewson, Regional Vice-President
Ontario

Dan Smith, Regional Vice-President
Western Canada

Chris Moerkerk, Branch Manager
Manitoba & Thunder Bay

Leslie Boulton, Branch Manager
Saskatoon

Bruno Beaudoin, Branch Manager
Northern Alberta

FOR THE UNION

Western Canada Council of Teamsters

Wayne Garner, President & Business Agent
Local 362, Calgary, AB

Jordan Madarash,
Vice-President & Business Agent
Local 362 Edmonton, AB

Michael Dunphy, Business Agent
Local 362, Calgary, AB

Randy Powers, Secretary-Treasurer
Local 395, Regina, SK

Richard Rose, Business Agent
Local 395, Regina, SK

Rob Mryglod, Business Agent
Local 979, Winnipeg, MB

Roger Quenelle, Business Agent
Local 979, Winnipeg, MB

APPENDIX “A”

Wage Rates

1. Increases based on actual negotiated increases contained within the Garda Cash Services (Canada) Corporation / Teamsters Local 419 Collective Agreement (not percentage)
2. All full-time employees hired after ratification will be paid one dollar (\$1.00) less per hour for the first twelve (12) months of full-time employment.

This does not apply to In-plant employees at all locations in the Western Region, that being, Calgary, Edmonton, Manitoba, Saskatchewan and Thunder Bay, ON.

3. The Company agrees that all future increases shall be allocated into the Collective Agreement as per Union direction. Said disbursement of funds shall not increase or decrease the total monetary package.
4. Wage increases referenced in 2022 are a guaranteed minimum and will be readjusted in the event the negotiated increases referenced above result in an increased rate of pay.

ALBERTA	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
Day Custodian /Vault / Dispatch	26.24	26.54	26.79	27.04	27.29	27.54	27.77	27.99	28.19	28.39
Driver	25.24	25.54	25.79	26.04	26.29	26.54	26.77	26.99	27.19	27.39
Guard	25.24	25.54	25.79	26.04	26.29	26.54	26.77	26.99	27.19	27.39
CIT Nights	25.24	25.54	25.79	26.04	26.29	26.54	26.77	26.99	27.19	27.39
Inplant / P/T / Probationary	20.90	21.20	21.45	21.70	21.95	22.20	22.43	22.66	22.89	23.11
Outplant / P/T / Probationary	23.72	24.12	24.42	24.72	25.02	25.32	25.60	25.87	26.12	26.37
Alloy Recovery Program (ARP)	19.90	20.20	20.45	20.70	20.95	21.20	21.43	21.65	21.85	22.05

Alberta All Off Premium – where work is completed by a All Off crew, where both crew members exit the vehicle and enter the customer location to complete their work. The crew completes the work and returns together to the vehicle. Including Trunker Mode on non “T” Series trucks.

1. - June 1st, 2018 – Fifteen cents (\$0.15) per hour in addition to the hourly rate of pay for all hours worked.
2. - June 1st, 2019 – Thirty cents (\$0.30) per hour in addition to the hourly rate of pay for all hours worked.
3. - June 1st, 2020 – Forty-five cents (\$0.45) per hour in addition to the hourly rate of pay for all hours worked.
4. - June 1st, 2021 – Seventy cents (\$0.70) per hour in addition to the hourly rate of pay for all hours worked.
5. - June 1st, 2022 – One dollar (\$1.00) per hour in addition to the hourly rate of pay for all hours worked.

SASKATCHEWAN	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
Day Custodian / Vault	25.11	25.46	25.71	25.96	26.21	26.46	26.74	27.01	27.26	27.51
Driver	24.11	24.46	24.71	24.96	25.21	25.46	25.74	26.01	26.26	26.51
Guard	24.11	24.46	24.71	24.96	25.21	25.46	25.74	26.01	26.26	26.51
CIT Nights	24.11	24.46	24.71	24.96	25.21	25.46	25.74	26.01	26.26	26.51
Inplant / P/T / Probationary	20.85	21.20	21.45	21.70	21.95	22.20	22.48	22.75	23.00	23.25
Outplant / P/T / Probationary	22.66	23.06	23.36	23.66	23.96	24.26	24.54	24.81	25.06	25.31

MANITOBA	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
Day Custodian / Vault	25.30	25.65	25.90	26.15	26.40	26.65	26.93	27.20	27.45	27.70
Driver	24.30	24.65	24.90	25.15	25.40	25.65	25.93	26.20	26.45	26.70
Guard	24.30	24.65	24.90	25.15	25.40	25.65	25.93	26.20	26.45	26.70
CIT Nights	24.30	24.65	24.90	25.15	25.40	25.65	25.93	26.20	26.45	26.70
Inplant / P/T / Probationary	20.85	21.20	21.45	21.70	21.95	22.20	22.48	22.75	23.00	23.25
Outplant / P/T / Probationary	22.86	23.26	23.56	23.86	24.16	24.46	24.74	25.01	25.26	25.51

THUNDER BAY	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
CIT FT	23.12	23.47	23.72	23.97	24.22	24.47	24.75	25.02	25.28	25.52
CIT PT	21.77	22.17	22.47	22.77	23.07	23.37	23.65	23.92	24.17	24.32
Inplant FT	19.97	20.32	20.57	20.82	21.07	21.32	21.60	21.87	22.12	22.37
Inplant PT	19.66	20.06	20.36	20.66	20.96	21.26	21.54	21.81	22.06	22.31

CASH PROCESSING	2018	2019	2020	*2021	**2022
	June 1 st				
Cash Processing F/T	17.89	18.24	18.59	18.94	19.30
Cash Processing P/T	16.10	16.41	16.72	17.04	17.36

Cash Processing wage increases in years 2021 and 2022 referenced above are calculated on an assumption of 1.90% based off the 2020 percentage increase referenced in the Teamsters Local 419 Collective Agreement. These increases will be a guaranteed minimum and will be adjusted accordingly as per iii) below in the event increases in the Teamsters Local 419 Collective Agreement in years 2021 and 2022 are above 1.90%.

- i) The above Cash Processing Rates will apply to all employees hired on or after May 4, 2015. Cash Processing employees hired on or after May 4, 2015 will be excluded from the wage differential for inplant and Teamsters Pension Plan.
- ii) Full-Time Cash Processing employees hired on or after May 4, 2015, effective June 1, 2017 will have thirty-one cents (\$0.31) per hour worked once each year on the anniversary of the Collective Agreement as a contribution to a personal RRSP account. This is a new plan and will not be equal to past contributions made to the Teamsters Pension Plan prior to June 1, 2017.

- iii) The above Cash Processing wage grid, will apply the actual negotiated percentage provide under the Teamsters Local 419 agreement for Cash Processing Branch and not the dollar amount. This will follow the same format as provided under the Teamsters Local 419 agreement.

Page Rates -

PAGER RATES	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
Alberta pager ****	36.69	36.99	37.24	37.49	37.74	37.99	38.22	38.45	38.65	38.85
Alberta calls	22.69	22.99	23.24	23.49	23.74	23.99	24.22	24.45	24.65	24.85
Manitoba pager	19.93	20.28	20.53	20.78	21.03	21.28	21.56	21.84	22.09	22.34
Manitoba calls	22.74	23.09	23.34	23.59	23.84	24.09	24.37	24.65	24.90	25.15
Saskatchewan pager	19.93	20.28	20.53	20.78	21.03	21.28	21.56	21.84	22.09	22.34
Saskatchewan calls	22.74	23.09	23.34	23.59	23.84	24.09	24.37	24.65	24.90	25.15
Thunder Bay pager	22.74	23.09	23.34	23.59	23.84	24.09	24.37	24.65	24.90	25.15
Thunder Bay calls	22.74	23.09	23.34	23.59	23.84	24.09	24.37	24.65	24.90	25.15

Part-Time Inplant employees with the exception of Thunder Bay and Cash Processing employees hired on or after May 4, 2015, will have a wage differential paid out to them once each year on the anniversary of the collective Agreement as a contribution to a personal RRSP account. **Rates seen below**

Implant PT RRSP Rates	2018		2019		2020		2021		2022	
	JUNE 1	DEC 1								
Alberta	1.85	1.95	2.00	2.05	2.10	2.15	2.20	2.25	2.30	2.35
Saskatchewan	1.80	1.85	1.90	1.95	2.00	2.05	2.05	2.05	2.05	2.05
Manitoba	1.80	1.85	1.90	1.95	2.00	2.05	2.05	2.05	2.05	2.05

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

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

- b) A shift is defined as an eight (8) hour block of work for the purpose of Pager Rate per shift.
- c) Medicine Hat, Lethbridge, Red Deer, and Lloydminster Alberta pager rate will include the first call.
- d) Call Out Rates

Employees will be paid their hourly rate or the applicable call out rate, whichever is greater.

Night Premium

- a) For all shifts commencing between the hours of 17:59 and 01:59, a shift differential over and above the job classification will be paid to all shifts at the rate of one dollar (\$1.00) per hour.
- b) Shift Differential shall not be used to calculate overtime or vacation pay.

APPENDIX "B"

Teamsters Prairie Provincial Pension Plan (T4P)

Section 1

Effective June 1, 2005 the Company agrees to convert to the Prairie Teamsters Pension Plan, provided the Company is not held responsible for funding beyond the contribution levels stipulated below. Applies to full-time employees who have attained two (2) years of service for all hours for which wages are payable:

- a) Effective June 1, 2018 – The Company will contribute three dollars and seventy-five cents (\$3.75), inclusive of thirty percent (30%), uplift, per hour for all hours for which wages are payable as of the first of the month of employment, to the T4P.
- b) Effective June 1, 2019 – The Company will contribute three dollars and eighty-eight cents (\$3.88) inclusive of thirty percent (30%) uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.
- c) Effective June 1, 2020 – The Company will contribute four dollars and one cent (\$4.01) inclusive of thirty percent (30%) uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.
- d) Effective June 1, 2021 – The Company will contribute four dollars and fourteen cents (\$4.14) inclusive of thirty percent uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.
- e) Effective June 1, 2022 – The Company will contribute four dollars and twenty-seven (\$4.27) inclusive of thirty percent uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.

Saskatchewan and Manitoba

- a) Effective June 1, 2018 – The Company will contribute three dollars and sixty-two cents (\$3.62) inclusive of thirty percent uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.
- b) Effective June 1, 2019 – The Company will contribute three dollars and seventy-five cents (\$3.75) inclusive of thirty percent uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.
- c) Effective June 1, 2020 – The Company will contribute three dollars and eighty-eight cents (\$3.88) inclusive of thirty percent uplift, per hour for all hours for which wages are payable as of the first of the month of enrollment into the T4P.

The wage differential will be applied to all full-time employees who are still within their two (2) year waiting period as pension contributions of one dollar and seventy-five cents (\$1.75).

These monies will be accrued in a separate bank until such time as the employee's waiting period has ended and he enters the pension plan. The accrued monies will enter the pension plan with a thirty percent (30%) uplift. If the employee leaves their employment prior to the end of their waiting period he will be paid out the accrued wages only.

Section 2

All contributions and remittances that are referred to in Section 1 above shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.

Section 3

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

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

APPENDIX "C"

Health and Welfare

1. Prairies Teamsters Health & Welfare Plan

a) Full Time Bargaining Unit Employees

The Company agrees to contribute to the Prairies Teamsters Health and Welfare Plan. The benefits will be determined by the Board of Trustees of the Prairies Teamsters Health and Welfare Plan.

Any full-time employee who is in the employ of the employer on the effective date of the Prairies Teamsters Health and Welfare Plan shall join the plan immediately.

Any full-time employee who is hired by the employer after the effective date of the Health and Welfare Plan shall join the plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the employer.

Effective dates below the Company shall contribute the following amounts per month on behalf of each full-time bargaining unit employee who has completed the thirty (30) days of full-time employment to the Prairies Teamsters Health and Welfare Plan:

Alberta	June 1, 2018	\$350.00
Manitoba	June 1, 2018	\$306.37
Saskatchewan	June 1, 2018	\$299.37

There shall be no more than fifteen dollars (\$15.00) per month per year increase during the life of this agreement.

The Company shall forward all Health and Welfare Plan 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 Employer shall remit the premiums to the administrator as designated by the Trustees of the Prairies Teamsters Health and Welfare Plan. It shall be the Trustees responsibility after receipt of the premiums to distribute same to applicable carriers.

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 Company shall not be responsible for any provincial and/or federal taxes that are due and payable on the Health and Welfare contributions.

c) EI Registration

The Weekly Indemnity benefit will be registered as an eligible program with E.I. The Company shall be responsible for the registration of the plan with Canada Employment and Immigration. As a counterpart for the Employer's contribution in the Group Insurance Plan, the total reduction allowed by Canada Employment and Immigration is acquired by the Employer.

This agreement was conditioned on the Employer's ability to exercise its right to pay any additional premiums needed to increase the disability benefits in the amounts necessary to qualify for E.I. Premium reductions.

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

The Company shall continue welfare benefits by remitting the contribution rate defined in this Collective Agreement to the Prairies Welfare and Health Program for any member who is off work due to non-compensable disability or a compensable disability or injury and is receiving WSIB, Short Term Disability or Long Term Disability payments.

- 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 Prairies Teamsters Health and Welfare Plan for any member who is laid off. Benefits will continue for thirty (30) days following the month of lay off.

Felonious Assault Insurance

- 2. a) The Company will provide felonious assault insurance for all employees on the payroll from date of employment in the amount of one hundred thousand dollars (\$100,000.00)
- 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 date 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 (1/4th) 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.

LETTER OF UNDERSTANDING #1

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as the "Employer")

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

RE: **Wage Renewals**

The Parties hereto agree as follows:

Wage rates for the duration of the Collective Agreement are provided for in Appendix "A" of this agreement with a term of June 1, 2018 to May 31, 2023. The Parties agree to the following formula for establishing future wage rates for renewal Collective Agreements:

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

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

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

LETTER OF UNDERSTANDING #1 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

Martin Regimbald
Western Canada

William Mathewson, Regional Vice-President
Ontario

Dan Smith, Regional Vice-President
Western Canada

Chris Moerkerk, Branch Manager
Manitoba & Thunder Bay

Leslie Boulton, Branch Manager
Saskatoon

Bruno Beaudoin, Branch Manager
Northern Alberta

FOR THE UNION

Western Canada Council of Teamsters

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Local 979, Winnipeg, MB

Roger Quenelle, Business Agent
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LETTER OF UNDERSTANDING # 2

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as the Employer)

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

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

The Parties hereto agree as follows:

1. The company may introduce, where necessary to increase the number of Full-Time employees, 3 x 13 hour shifts in to the bid. This letter may be withdrawn by either party by written notice prior to the end of any bid cycle.
 - a) Calgary – 3 x 13 hour shifts as of October 2012, there shall be four (4) full-time thirteen (13) hour shifts. These shifts shall be consecutive.
 - b) Edmonton – 3 x 13 hour shifts as of October, there shall be no city 3 x 13 bid runs.
2. Consistent with #1 above, the in-plant position posted as Weekend Turret in Edmonton will be offered for selection as a 3 x 13 hour shift.
3. It is understood the 3 x 13 hour shifts shall run in three (3) consecutive days and all hours in excess of thirteen (13) hours in one (1) day shall be considered overtime and will be paid two (2) times the hourly rate of pay.
4. As per Article 5.01, it is understood the 3 x 13 hour shift shall not deprive any employee of their forty (40) hour weekly guarantee.
5. Employees will receive an additional one-half (1/2) hour off, during working hours, for the purpose of an additional meal period after ten (10) hours of service. It is understood that employees receiving the additional meal period shall not receive the additional fifteen (15) minute break after ten (10) hours as stipulated within Article 6.02 of the Collective Agreement.
6. Not to be inconsistent with Article 30.01, the driver of any highway run required to stay overnight shall be provided single accommodations.

LETTER OF UNDERSTANDING # 2 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING # 3

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as the Employer)

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

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

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

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

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

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

LETTER OF UNDERSTANDING # 3 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

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LETTER OF UNDERSTANDING # 4

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as the Employer)

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

RE: **Payout of Unused Sick Time**

- b) The sick leave pay described in Article No. 26 of the Collective Agreement is a wage replacement provision for employees. Whenever sick leave pay is paid out during a period of absence due to non-work-related illness, said payment is included in the employee's regular paycheque for the pay period
- c) Unused Sick Leave pay which is paid out by the Company in December of each year, is deemed to be an attendance bonus, and will be paid on a separate cheque.

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

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Garda Cash Services (Canada) Corporation

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LETTER OF UNDERSTANDING # 5

BETWEEN: **Garda Cash Services (Canada) Corporation**
(Hereinafter referred to as the Employer)

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

RE: **Crewing Levels**

The Parties hereto agree as follows:

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

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

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LETTER OF UNDERSTANDING # 6

BETWEEN: **Garda Cash Services (Canada) Corporation**
(Hereinafter referred to as the Employer)

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

RE: **Thunder Bay, ON - Operations**

The Company and the Union agree to amend the recognition clause at Article 1.01 of the Collective Agreement commonly referred to as the Western Canada Council as follows;

“The Company recognizes the Western Canada Council of Teamsters as the sole collective bargaining agent on behalf of all employees of Securicor Canada Ltd., in the provinces of Alberta, Saskatchewan, and Manitoba, and in the city of Thunder Bay, Ontario, excluding office and sales staff, supervisors, and those above”

The employees of the Company in the city of Thunder Bay, Ontario will be governed by the terms and conditions of the “Prairie Agreement” except as follows:

- a) In the event that the Company uses Thunder Bay employees to perform existing Winnipeg work, the Winnipeg rates shall apply.

LETTER OF UNDERSTANDING # 6 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

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Western Canada

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LETTER OF UNDERSTANDING # 7

BETWEEN: **Garda Cash Services (Canada) Corporation**
(Hereinafter referred to as the Employer)

AND: **General Teamsters, Local Union No. 362**
(Hereinafter referred to as the Union)

RE: **Uniform Allotments**

The Parties hereto agree that the standard Garda Cash Services (Canada) Corporation uniform allotment is as follows:

- Five (5) shirts
- One (1) summer jacket (rainproof)
- Three (3) pairs of trousers
- One (1) winter jacket
- One (1) baseball cap
- One (1) touque or One (1) Yukon hat
- One (1) sweater
- One (1) holster and belt
- Two (2) smocks for cash room employees

LETTER OF UNDERSTANDING # 7 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

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Western Canada

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Local 979, Winnipeg, MB

LETTER OF UNDERSTANDING # 8

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as the "Employer")

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

RE: **One Person FLM for Alberta**

The parties hereto agree that One Person FLM will be implemented in the following manner:

- Machines have electronic locks on them
- Cash is not transported by one (1) person FLM
- Employee is armed
- Safe access is in secured location only, such as the bank branch or kiosk so there is no public access.
- Any non secured sites that require safe access will have two (2) people on site.
- Person will be paid the Day Custodian rate of pay as indicated in Appendix "A" of the Collective Agreement. In addition the Person will be paid a one dollar (\$1.00) per call, per day, bonus over and above the Day Custodian rate of pay. A call shall be defined as a maximum of sixty (60) minutes or any portion thereof.

Example: 1 call of 59 minutes or less = 1 call
 1 call of 60 minutes or more = 2 calls
 1 call of 20 minutes and 1 call of 39 minutes = 2 calls

- All other Articles and Sections of the Collective Agreement shall apply.
- Should the staffing levels of One Person FLM within General Teamsters Local Union No. 362 jurisdiction increase beyond six (6) people in total, the parties agree to meet and renegotiate all terms and conditions identified in this Letter of Understanding.
- Should the Company wish to implement a three by thirteen (3 x 13) hour shift, a meeting between the parties shall be called to negotiate the terms of such work.

LETTER OF UNDERSTANDING # 8 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

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Western Canada

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Ontario

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LETTER OF UNDERSTANDING # 9 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

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LETTER OF UNDERSTANDING # 10

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as “the employer”)

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

RE: **Alberta Part Time Employees**

The Union recognizes that the Employer has the ability to create part time bids, which will be bid in accordance with Article 5.10 d).

The part time bid will in no way take away hours from full time employees and the company will take all necessary steps to create forty (40) hour blocks.

Part time employees will have the ability to update their availability every Monday before noon, any Part time employee that does not have availability submitted will have last consideration for hours.

Any full time employees that are guaranteed less than forty (40) hours will have right to draw hours on any Part time bid on a weekly basis.

All part-time employees are required to make themselves available for a minimum of eight (8) shifts per month, of which four (4) must be worked if offered, as per Article 2.01c).

If a part-time employee does not work the required shifts in a one (1) month period and does not provide an adequate reason, they will be subject to the discipline process starting at a verbal warning.

LETTER OF UNDERSTANDING # 10 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

Martin Regimbald
Western Canada

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LETTER OF UNDERSTANDING #11

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as “the employer”)

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

RE: **Alberta Vacation Relief**

In Alberta only for the duration of the Collective Agreement Article 9.13 and 9.14 are superseded by the following:

A vacation relief posting will be made available after both the completion of the Vacation Schedule and the Summer Bid.

The vacation relief posting will require the employee to remain on the bid for the duration of the vacation period.

If an employee is interested they are required to put their request in writing to the Company within fourteen (14) days. The most senior person will be awarded the vacation relief position.

If no one requests to fill the vacant positions within the fourteen (14) day deadline from vacation schedule and summer bid being posted the Company may use part time employees to fill these vacancies.

Any positions unable to be filled by part time employees will be filled according to the Collective Agreement.

LETTER OF UNDERSTANDING #11 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

Garda Cash Services (Canada) Corporation

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Western Canada

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LETTER OF UNDERSTANDING #12

BETWEEN: **Garda Cash Services (Canada) Corporation**
(hereinafter referred to as “the employer”)

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

RE: **Site Risk Assessments, Gun Transition and Firearms Practice**

Within 60 days after ratification of the agreement, both parties agree to meet regionally to discuss viable solutions to the above items.

In attendance will be a maximum of three (3) representatives of the Employer and of the Employees.

A full review will be given to the current status of the above items. A plan will be developed to ensure that all items are in process to be completed.

It is understood by both Parties that an SRA can be completed in the following fashion: one (1) manager + one (1) Union employee or two (2) Union employees.

It is understood by both Parties that Article 24.06 will be administered in a manner to provide practice opportunities based on the availability of the ammunition, taking into account the necessity to hold enough ammunition in reserve for requalification, until a plan for transition into the new firearms is discussed and completed.

Any future bargaining positions put forward by the employer in regards to this LOU will not be considered concessionary by the Union.

LETTER OF UNDERSTANDING #12 (Continued)

COLLECTIVE AGREEMENT SIGNED THIS _____ DAY OF _____, 2018

FOR THE EMPLOYER

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