



**Memorandum of Agreement**

*for renewal of the collective agreement*

*between*

**GardaWorld Cash Services Canada Corporation  
or  
GardaWorld (Nanaimo & Comox)**

*and*

**Unifor, Local 114**

*March 24, 2015*

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**Unifor Local 114 & GardaWorld (Nanaimo & Comox)**

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**Subject to errors and omissions**

Unless specifically listed, all articles not mentioned are to remain in the collective agreement and articles will be renumbered by mutual agreement if necessary. No article shall be deleted from the collective agreement unless specifically signed off by both parties.

The Union proposals are made without prejudice to any existing language, rights, or positions the Union may take at a proceeding arising out of this agreement.

The Union proposes the following amendments to the Collective Agreement between the parties.

The Union may propose further language after discussing various clauses in the collective agreement with the Employer. The Union further reserves the right to add to, delete from, revise and/or otherwise amend its proposals if necessary.

**HOUSEKEEPING**

- **AGREED** Change all references to Unifor where applicable
- **AGREED** Renumber articles where necessary
- **AGREED** Change all references from Spencer Mohart Consultants to B.G. Benefits where applicable
- **AGREED** Replace all reference to “G4S Cash Solutions (Canada) Ltd.” with “GardaWorld Cash Services Canada Corporation” throughout the Collective Agreement
- **AGREED** Replace all reference to “G4S.” with “GardaWorld” throughout the Collective agreement
- **AGREED** Amend Company name to read as follows “GardaWorld Cash Services Canada Corporation”, referred to as “GardaWorld”.

## **ARTICLE 1 – BARGAINING AGENCY & DEFINITIONS**

### **➤ AGREED New Article**

#### **1.14 Alternate Employment**

Employees may accept other employment as long as it is not with a competitor, not in violation of other articles of this agreement and as long as it does not affect their performance in fulfilling their job with the Company.

Full and Part Time employees must make this job their primary place of employment and be cognizant of hours of work regulations affecting this job when working for other employers.

## **ARTICLE 2 – DURATION OF AGREEMENT**

### **➤ AGREED Three Years**

#### **2.01 Duration of Agreement**

This Agreement shall be in full force and effect from and including February 1, 2015 up to and including January 31, 2018 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to a conclusion or renewal of a collective agreement or a new collective agreement.

## **ARTICLE 8 – LEAVES OF ABSENCE**

### **➤ AGREED Swap order a) & b)**

#### **8.07 Unacceptable Leaves**

- a) Leave of absence may not be granted for an employee to seek work with another company
- b) In any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence or vacation for any reason, his/her employment may be terminated, subject to proper proof of same.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

- **AGREED DELETE three person arbitration board**
- **AGREED MODIFY single arbitrator clause**
- **AGREED REPLACE “Arbitration Board” or “Board of Arbitration” with “Arbitrator” where applicable**

### **14.02 Steps**

#### **AGREED Delete (c) Step 3 – Arbitration Board**

### **14.03 Arbitrator**

#### **AGREED Modify**

In the event the representative of the Company and the Union cannot reach agreement, either party may, by registered mail within sixty (60) days of the meeting described in Step 2, submit the grievance to binding arbitration. The parties shall, within ten (10) days of the sending of the notice requesting arbitration, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the ten (10) days, the Federal Minister of Labour shall be requested to appoint the arbitrator.

## **ARTICLE 17 – GENERAL HOLIDAYS**

- **AGREED ADD Family Day**

### **17.01 Statutory Days**

The following days shall be recognized holidays:

- New Year’s Day
- **Family Day**
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

**ARTICLE 19 – SENIORITY**

**AGREED Modify article to accommodate desire for stability in the Vault position**

**19.02 Transfer**

a) Any employee transferred from one (1) Seniority List to another Seniority List shall maintain his/her over all employee's seniority provided that any employee who transfers from one (1) Seniority List to another whether it be a Seniority List at a location or Seniority Lists between different locations, shall be at the bottom of the list for all functions that affect employees on that list.

b) Regular part-time employees from either list may fill in on either list without affecting their seniority.

c) Employees posting into the Vault **and coin room** position will remain in that Department position for a minimum of one (1) year and may opt to leave that position to coincide with subsequent spring signups (~~March and September of each year~~)

d) One (1) month's notice of the intent to leave the Vault position prior to the sign up is required. In-plant personnel at the discretion of the Employer may provide vault relief in the event of an emergency.

**e) At the spring sign up the employer shall post the Vault and Coin Room positions. At the spring sign up the employer shall post a Vault and Coin Room Relief position.**

**The successful applicant to the Vault and Coin Room Relief position shall be obligated, within reason, to provide all relief and overload work in the Vault and coin room and such obligations shall be clearly stated upon the posting ~~and the subsequent hiring letter.~~**

**19.09 LOSS OF SENIORITY**

**AGREED Delete #8**

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

- 1) He/she is discharged for cause;
- 2) He/she voluntarily leaves the employ of the Employer;
- 3) He/she fails to report to work after a layoff, within five (5) days after being notified by registered mail;
- 4) He/she fails to report to work at the expiration of a leave of absence except for a bona fide emergency;
- 5) He/she is absent from work for three (3) days without notifying the Employer; except for a bona fide emergency;
- 6) He/she is promoted and remains outside of the bargaining unit longer than ninety (90) days;
- 7) He/she has been on layoff for a period of twelve (12) months or longer;
- 8) ~~He/she reaches their first month following their sixty fifth (65<sup>th</sup>) birthday.~~

**ARTICLE 20 – DAYS & HOURS OF WORK AND OVERTIME**

**AGREED**

**20.01 Days & Hours**

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

**ARTICLE 37 – JOB POSTING**

**AGREED**

**37.02 - Promotion**

Promotions to a higher classification within each seniority list shall be made in accordance with list seniority, subject to the job posting procedure, provided the employees considered for promotion ~~possess the ability and~~ **meet the** qualifications necessary for the higher classification.

**ARTICLE 46 – WAGE RATES AND CLASSIFICATIONS**

- **AGREED A general wage increase of fifty cents (\$0.50) on all rates effective February 1<sup>st</sup>, 2015, 2016 and 2017.**

**46.01 Classifications and Rates of Pay**

<u>Classification</u>	<u>Current</u>	<u>Increase</u>	<u>Feb.1/15</u>	<u>Increase</u>	<u>Feb.1/16</u>	<u>Increase</u>	<u>Feb.1/17</u>
Custodian	21.79	0.50	22.29	0.50	22.79	0.50	23.29
Driver	20.31	0.50	20.81	0.50	21.31	0.50	21.81
Guard	18.33	0.50	18.83	0.50	19.33	0.50	19.83
Route Casuals	16.71	0.50	17.21	0.50	17.71	0.50	18.21
Vault	21.79	0.50	22.29	0.50	22.79	0.50	23.29
Cash Cage/Turret	17.05	0.50	17.55	0.50	18.05	0.50	18.55
In-plant Casuals	13.92	0.50	14.42	0.50	14.92	0.50	15.42

**46.02 Premiums – Lead Hands**

All Lead Hands will be paid one dollar (\$1.00) above the applicable classification rate.

**46.03 ABM Pager/Dispatch Response**

Comox Location: Regular days (1600 – 2300)

Guaranteed \$50.00 with the option of working off the \$50.00 by calls as follows:

Comox Valley \$15.00 per call;

Campbell River/Buckley Bay \$20.00 per call;

Tech calls constitute a call

After each hour \$15.00 per hour.

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

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

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

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

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

**46.04 Two Person All-Off Crew Rates**

“Two Person All-Off” crew members shall **both** be paid the Custodian wage rate **as both employees are required to perform all duties for the crew. It is the crew members responsibility to stay current with both assignments and whenever possible the senior member of the crew will decide which position to work for that shift.**

Signed:

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Martin Régimbald  
Vice President Human Resources

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Harry Moon  
Local 114 Representative

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Rob Murray  
Regional Vice President Western Canada

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David Noshkin  
Local 114 Bargaining Committee

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Sean Zoschke  
General Manager, Vancouver Island

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Ed Schut  
Local 114 Bargaining Committee

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Candace Young  
Human Resources Advisor

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Mark Cameron  
Unifor National Representative