

COLLECTIVE AGREEMENT

Between

BRINKS CANADA LIMITED



and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 4266**



Effective from: **June 23, 2011 to June 22, 2014**

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COLLECTIVE AGREEMENT

between

BRINKS CANADA LIMITED

(Hereinafter referred to as the "Employer")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) AND ITS LOCAL 4266C**

(Hereinafter referred to as the "Union")

This Agreement made and entered into this 20 day of July, 2011 by and between Brink's Canada Limited, party of the first part (hereinafter referred to as the "Employer") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada Local 4266 (CAW-CANADA) party of the second part (hereinafter referred to as the "Union"):

PREAMBLE

It is the desire of the Employer and the Union to enter into an agreement governing the wages, hours of work and working conditions of the employees of the Employer in the classifications listed in Appendix "A" attached hereto.

The parties to this agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

Both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within the business operation.

All employees shall at all times use their best endeavor to further the interest of the Employer.

ARTICLE 1: DEFINITIONS

1.01 Full-time Employees

Full-time employees are those Employees who are regularly scheduled for and guaranteed forty (40) hours per week in five days or less in one classification and in one division.

1.02 **Part-time Employees**

Part-time employees are those employees who are not regularly scheduled nor do they regularly work **forty (40)** hours or more per week. Part-time employees shall not be guaranteed a specific number of hours of work per week.

1.03 **Days**

Where and when days are used or referred to in this agreement, it shall be considered (calendar days) unless otherwise stipulated.

1.04 **Gender**

When either the masculine or feminine gender is used in this agreement, it shall refer equally to either or both genders, singular or plural.

ARTICLE 2: UNION SECURITY

2.01 This Agreement shall cover all employees of the Employer working at or out of its Ottawa-Cornwall, Ontario offices in the classifications of Assistant-Cashiers, Messengers, Drivers, Guards, Turret Guards, Money Room Clerks, Coin Rollers, Janitors, Rovers and ATM Technicians/**Crew Chiefs**.

2.02 The Employer recognizes the Union as the sole collective bargaining agent of the employees covered by this agreement.

- 2.03 (a) The Employer may utilize office or outside part-time help for peak work, unanticipated emergencies or contingencies and to meet the requirements of the Employer over and above the hours of work guaranteed to full-time employees.
- (b) Part-time employees, in addition to one for one replacement to relieve employees absent or on vacation, may be scheduled in any classification to complete the weekly work schedule after all full-time employees have been scheduled in accordance with the weekly guarantee.
- (c) **The Employer recognizes and agrees not to enter into any agreement with any employee or group or employees which conflicts with the terms or provisions of this Agreement.**

2.04 **Vault**

Nothing herein shall be construed so as to prevent management employees from performing bargaining unit work heretofore traditionally performed by such management employees provided a maximum of one (1) management employee may work in the vault at any one time and provided further that full-time vault personnel would not be laid off as a result thereof. Such management employees shall not be required to join the Union.

- 2.05 All employees now employed by the Employer and all employees here listed in Appendix "A", attached hereto shall become members of the Union within thirty (30) calendar days of their employment and all such employees shall maintain their membership in good standing.
- 2.06 The Employer agrees to deduct from the pay of each employee covered by this Agreement, an amount of Union dues or their equivalent as specified by the Financial Secretary of the Local Union in line with constitutional requirements of the National Union, and forward the full amount so deducted to him or such other person as may be officially designated. Said deductions to be made bi-weekly.

The Employer shall show the total amount of Union dues deducted on the employee's T-4 slip issued at the end of each calendar year.

Such dues shall be submitted to the treasurer of the Union together with a list showing the names of the employees from whose wages, dues have been deducted and the amounts thereof. If an employee shall be on vacation, the deduction shall be made from the employee's wages due him on the last pay period prior to his vacation. Employees shall be provided with an annual statement of Union dues deducted showing the dues deducted in the previous calendar year.

The Employer shall recognize four (4) Committee members, and one (1) alternate (if a Committee member is not available) who shall represent employees for the purpose of handling grievances, negotiations and all matters arising over the administration of the Collective Agreement. The four (4) Committee members shall be:

Unit Chairperson
Armoured Committee Member
ATM Committee Member
Cash Logistics Member

- 2.07 The Employer shall furnish to the Union and **Unit Chairperson** a list of new employees covered by this agreement taken into employment by the Employer within fourteen (14) days of their being hired. The Employer shall, at the time of hiring, inform the employee as to his status regarding whether he is a full-time or part-time employee.
- 2.08 Union Representation: The Unit Chairperson shall be elected by the membership or appointed by the UNION, whose duty it shall be to see that all members live up to the rules of the Employer and the Union. The Unit Chairperson shall not be discriminated against in his employment because of performing the duties of his office. Management shall be advised, in writing, as to the name of the union **Unit Chairperson** and any changes thereto before recognition will be given to the incumbent of the position.

The Committee shall also have the National Representative and Local President/Unit Chairperson during negotiations. The Union shall elect or appoint the Committee.

- 2.09** The **Unit Chairperson** shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the **Unit Chairperson** regular working hours shall be considered working hours in computing overtime if within the regular schedule of the chief steward. The union **Unit Chairperson's** activities shall not interfere with the Employer's business.
- 2.10** Payroll/**Kronos** records shall be made available to the Unit Chairperson within a reasonable period upon request, to determine the hours worked by various employees covered by the agreement. Payroll/**Kronos** records shall not be removed from the branch office.
- 2.11** The union **Unit Chairperson** shall be the last person to be laid off, provided the employee possesses the qualifications necessary to perform all the duties required.
- 2.12** **The Employer agrees to provide the Union, upon request, a copy of any new policies. These policies shall be reasonable and shall not in any way be inconsistent with the provisions of the Collective Agreement.**
- 2.13** **When a Union Representative is authorized to miss shifts to work on behalf of the Union, the Representative will receive his usual pay from the Company. The Company will invoice the Local Union once per month to get reimbursed for approved lost time wages and all associated benefit costs.**
- 2.14** **Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union and/or other Local Union, shall be granted an unpaid leave of absence to match the time period(s) of elected or appointed office(s). Renewals shall be granted upon request for each election or appointment. If benefits are not available in these roles, benefits coverage will be maintained and the cost will be invoiced to the Local Union once per month.**

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01** The Union recognizes and acknowledges that the management of the operation and the direction of the working forces are the exclusive rights of the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce rules and regulations, policies and practices to be observed by its employees; discipline and discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and be dealt with as hereinafter provided;
 - (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire employees, and select employees for positions within the bargaining unit.

- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement.

ARTICLE 4: STRIKES, LOCKOUT

- 4.01 During the term of this agreement, the Employer agrees that there shall be no lockout and the Union agrees that neither it, its representatives nor any employee will cause, sanction, or participate in any slowdown, strike or other stoppage or interference with work or production.
- 4.02 With the consent of the Union, it will not be considered a violation of the agreement, nor a motive for firing or disciplinary measure when an employee refuses to cross a legal union picket line, or refuses to load or unload merchandise at a point or terminal subject directly to a legal strike. However, this provision shall not apply in any case unless and until the Union, signatory to this agreement, provides the Employer with at least twenty-four (24) hours notice in writing of its intent to honor such picket lines as described herein.

ARTICLE 5: GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- 5.02 Any complaint, or disagreement between the parties to this agreement which concerns the application, interpretation or the administration of the terms and provisions of this agreement shall be considered a grievance.
- 5.03 Any employee, the union or the Employer may present a grievance. Any party desiring to submit the grievance must submit a written statement of such grievance to the Employer within fourteen (14) days after the act which prompted such grievance or the date of discovery thereof. It is understood and agreed that any financial liability shall be limited to a maximum of fourteen (14) days. Any grievance submitted after such date shall be null and void. The grievance shall thereafter be processed in accordance with the following steps, time limits and conditions herein set forth.

Step 1: The grievance shall first be taken up with a designated management representative other than the branch Manager. Within seven (7) days after receipt of such grievance, a written answer to such grievance shall be given to the union.

Step 2: In the event the grievance is not settled in the manner set forth in Step 1, the Union may appeal it by giving written notice of such appeal within seven (7) days after receipt of the written answer to the grievance. Such appeal shall be made to the branch manager or his designate, who shall discuss it with the union representative. The branch manager or his designate shall give a

written answer to the grievance within seven (7) days after the close of discussion. Any employee, the union or the Employer may present a grievance.

- 5.04 Any employee shall be allowed to inspect his own personal file, on his own time during normal office hours in the presence of a representative of management.
- 5.05 It is intended that the time limits as set forth in this article be strictly adhered to. Such time limits may be extended upon mutual agreement of the parties.
- 5.06 In the event the employer's representative fails to give a written answer within the time limits as here-in above set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.
- 5.07 In the event the grievance is not settled in the manner set forth in Step 2 in the preceding Article, either party may request that it be submitted to an arbitrator in accordance with the procedures and conditions set forth herein. Such request for arbitration must be made within 15 working days after receipt of the Branch Manager's answer. Saturdays, Sundays and holidays will not be considered as working days.
- 5.08 The arbitrator shall be mutually agreed to by the parties within 30 days of receiving a request to proceed to arbitration. If the parties cannot agree on an arbitrator within that time they may mutually agree to extend the time limit in writing or request the appointment of an arbitrator as per the Canada Labour Code.
- 5.09 No person involved either directly or indirectly in the controversy under consideration shall be an arbitrator.
- 5.10 Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provision of this agreement. The Arbitrator shall have no power to add to nor to subtract from nor to modify any of the terms of this agreement or any agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this agreement.
- 5.11 The expenses of the arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 6: DISCIPLINE

- 6.01 Any employee who may be called into the manager's office for disciplinary action or to receive a **written** reprimand shall have a **Committee Person** present. Nothing herein shall restrict the Employer from calling an employee for investigation or questioning on any phase of the Employer's operations. If the **Committee Person** shall be present on any of the above conditions, he/she shall in no way interfere with or obstruct such investigation. The Employer reserves the right to suspend an employee immediately, when in its judgment, circumstances warrant

such action, but will delay final disposition until the **Committee Person** is available. Such actions will be taken only in extreme or unusual circumstances.

- 6.02 If a union **Unit Chairperson** is not available (due to holidays, sickness, etc.) an alternate **Committee Person** will be named to take the place of the union **Unit Chairperson** who is not available.
- 6.03 Whenever the Employer deems it necessary to discipline an employee, the Employer shall notify the employee in writing within fourteen (14) days of the event, infraction or misconduct or poor performance giving rise to the discipline being imposed. Verbal warnings shall be confirmed in writing.
- 6.04 Verbal warnings and letters of reprimand shall not be used against an employee after twelve (12) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his/her record.
- 6.05 (a) Unjust Suspension or Discharge: Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator if the matter is referred to arbitration.
- All correspondence pertaining to the discipline shall be disregarded and subsequently removed from the personal file after twelve (12) months in accordance with Article 6.04.
- (b) When an employee has been suspended pending investigation, that employee may request his/her vacation pay.
- 6.06 Except where conflicting with other articles of this agreement, the conduct of all employees shall be guided by reasonable rules and regulations promulgated by the Employer from time to time. The Union shall be provided with copies of newly promulgated rules and regulations.

ARTICLE 7: SENIORITY

- 7.01 (a) There shall be four (4) separate Full-time Seniority lists for the Ottawa Branch:
- (i) A.T.M. Division Seniority
 - (ii) Armoured Division Seniority
 - (iii) Cash Logistics Division Seniority
 - (iv) Master full-time all divisions seniority list (for lay off or demotion)

- (b)
 - (i) ATM Seniority shall be determined by the date on which employees become full-time ATM employees.
 - (ii) Armoured Seniority shall be determined by the date on which employees become full-time Armoured employees.
 - (iii) **Cash Logistics** Division Seniority shall be determined by the date on which employees become full-time **cash logistics** employees.
 - (c) There shall be one (1) full-time seniority list for the Cornwall **Division**.
 - (d) There shall be **two (2)** separate part-time date of hire lists:
 - (i) Ottawa ATM and Armoured
 - (ii) Ottawa Cash Logistics
 - (e) Part-time seniority shall be determined by the date of hire as a part-time employee. Part-time employees shall be placed on the appropriate part-time seniority list as in (d) above, based on the first employee to clock in on their first scheduled shift after they have been hired. (ie, first to work, first on list)
- 7.02
 - (a) Part time employees shall have seniority rights for the purpose of scheduling of hours and days of work. The scheduling of part-time hours will be dependent on the qualifications and the ability of the part-time employee to do the work.
 - (b) Part-time employees will be scheduled from a part-time availability sign-up list, **which is based on an outline of the scheduling requirements of the operation**. All part-time employees must submit their availability by end of day Tuesday for the following week. Failure to do so may result in no work being scheduled for that employee. With respect to scheduling part-time employees, the Employer will equalize, to the best of its ability, the hours worked by part-time employees at 24 hours based on availability, seniority, customer requirements, and operational needs. All hours in excess of the first 24 hours will be assigned based on seniority and availability until the work available is exhausted.
 - (c) Part-time employees with less than 5 years part-time seniority shall be required to make themselves available **and actually work** eight (8) scheduled shifts per month of which a minimum of two (2) are weekend shifts. Part-time employees with greater than or equal to 5 years seniority will be required to be available to work a minimum of two (2) weekend shifts per month. (Weekend consisting of Saturday and Sunday shifts)
 - (d) In accordance with 7.02(a) if an employee fails to meet these part-time availability requirements, he/she will be formally advised to comply with the availability requirements within thirty (30) days or face possible termination.
- 7.03 Whenever the guaranteed number of hours of work per week shall be regularly available to a single part-time employee, in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, and holiday work, then another employee will be added to the list of full-time employees.

- 7.04 Newly hired employees shall be considered as probationary during the first ninety (90) days of their employment. The parties agree that a lesser standard may apply to the termination of a probationary employee. During the probationary period the Employer may terminate an employee without cause subject to that employees right to file a grievance. Any grievance filed regarding probationary release will be limited to an allegation of discrimination or bad faith conduct by the Employer.
- 7.05 Any employee who has been promoted to a higher classification outside the bargaining unit and after a reasonable trial period not to exceed six (6) months, does not meet the Employer's requirements for the new position, or the employee wishes to return to his former position, he shall be restored to his former position and shall retain his seniority therein. The foregoing shall be applied only once to any individual employee during the term of this agreement.
- 7.06 An employee shall lose seniority in any of the following events:
- (a) He/she is discharged **and not reinstated through the grievance and arbitration procedure**;
 - (b) He/she quits **or retires**. Upon retirement, if rehired as a part-time, the employee will restart his seniority as a part-time;
 - (c) He/she fails to report to work after a layoff, within five (5) working days after being notified by registered mail;
 - (d) He/she fails to report to work at the expiration of a leave of absence except in case of a bona fide emergency;
 - (e) He/she is absent from work for three (3) working days without immediately notifying the Employer;
 - (f) He/she is promoted and remains outside of the bargaining unit six (6) months or longer;
 - (g) He/she has been on layoff for a period of twenty-four (24) months, or for a period of time equal to their length of seniority, whichever is less. If the employee should accept to exercise their rights to separation pay under the Labour Code, then the employee will forfeit their recall rights.

ARTICLE 8: JOB POSTING AND PROMOTION

- 8.01 The Employer shall determine the ability of employees considered for promotion, provided such determination shall not be unreasonable and shall be subject to the grievance procedure. Any employee who has been promoted to a higher classification within the bargaining unit and after a reasonable trial period of ninety (90) calendar days does not meet the Employer's requirements for the higher position shall be restored to their former position and shall retain their seniority.

- (a) Promotions to higher classifications within the bargaining unit shall be made in accordance with Divisional seniority first, provided that the employees considered for promotion must possess the ability necessary for the higher classifications.
 - (b) Part-time employees shall be given first consideration for promotion to full-time status, from the date of hire list, provided that they have the ability to fulfill all the requirements of the function considered for and provided there are no available full-time employees who have applied.
 - (c) When a full-time vault position becomes available, that promotion shall be considered from a master seniority list under Article 7.01(a)(iv).
 - (i) In the event an employee does not meet Employer requirements after their probationary period, he/she must be restored to their former position and shall retain their seniority in his/her original division.
 - (ii) In the event a member wishes to leave the vault, he/she must wait for an open position in his/her original division to retain their divisional seniority.
- 8.02 A notice of all vacancies and newly created positions occurring in any classification hereby covered shall be placed on the bulletin board on the Employer's premises at least ten (10) days prior to the filling of such vacancy.
- 8.03 New Classification: In the event the Employer establishes a new classification, the Employer agrees to meet with the union to discuss the appropriate rate for the classification. Should the parties be unable to agree, the rate of pay for the classification may be referred to arbitration under the collective agreement.

ARTICLE 9: LAY OFF AND RECALL

- 9.01 In the event the work requirements of the Employer shall be reduced due to loss of business or curtailment of the Employer's operation, to the point that the guaranteed number of hours of work per week shall not be regularly available to all of the full-time employees, the junior full-time employee(s) shall be reduced to part-time status or laid off, at the employee's option. Layoff shall be final until recall to full-time status subject to article 7.06 (g).
- 9.02 (a) Demotions or layoffs within the bargaining unit shall be made in accord with the Master seniority list provided the employees considered for such change in status must possess the ability and qualifications necessary to perform the work of the Employer with reasonable training and a trial period of not longer than ninety (90) calendar days. Any employee who does meet the Employer's requirements after the trial period of ninety (90) calendar days shall be laid off or revert to part-time. The Employer shall determine the ability and qualifications of employees considered for such changes in status, provided such determination shall not be unreasonable, and shall be subject to the grievance procedure.

- (b) In the event of a layoff, the laid off employee will have the right to discipline the most junior employee on the master seniority list. **Such employee, however, shall retain first recall rights to their former classification/division should a position become available. An employee who does not accept or apply to a full-time position when it becomes available, shall lose their preferential status and revert to date of hire for scheduling purposes.**
- 9.03 Full-time employees who select reduction to the status of part-time employees due to work reduction, shall hold top seniority among the part-time employees and shall have first call to scheduled assignments with greater earning opportunities up to the guaranteed hours per week provided they are immediately able to perform the work available and shall be first in line for promotion to full-time status. **In order to maintain this preferential status, the part-time employee must make themselves available for a minimum of eight (8) shifts per month, should those shifts/work be available.**

ARTICLE 10: WAGE RATES AND HOURS OF WORK

- 10.01 Except as specifically provided to the contrary elsewhere in this agreement, any employee assigned to work in a higher classification shall receive the straight time hourly rates applicable to the higher classification as listed in Appendix "A" attached hereto for all hours actually worked in such higher classification, and provided further that no employee shall suffer a loss in his straight time hourly rate by reason of his being assigned to work in a lower classification.
- 10.02 The regular hourly wage rates listed in Appendix "A", Cornwall attached hereto shall apply to the first forty (40) hours of work performed in each week for all employees.
- All hours worked in excess of eight (8) or ten (10) hours (for ten (10) hour runs) in a day or forty (40) in any week but not both, shall be deemed overtime and shall be paid for at one and one-half (1½) times the regular hourly wage rate. If an employee shall work in two or more classifications during the week, the hours worked in excess of forty (40) in any week shall be paid at one and one-half (1½) times the regular hourly rate applicable to the classification in which the hours in excess of forty (40) were worked, provided daily overtime has not been worked.
- 10.03 Modified work schedules established in accordance with Section 170 of Part III of the Canada Labour Code will be established to meet operational requirements.
- Modified work schedules may be established from time to time by mutual agreement between the parties. Overtime will become payable after ten (10) hours per day or forty (40) hours per week on the above mentioned runs.
- 10.04 Full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay. Such guaranteed hours shall be worked in five (5) days or less per week. The Employer shall designate the days of each week on which the employees shall work, and the Employer shall be privileged but not obligated to work

employees in excess of the number of hours guaranteed per week, or to work such employees on their scheduled day off.

Whenever forty (40) hours of work shall be regularly available in a week, in a Division, to a single part-time employee in excess of the regularly scheduled work then guaranteed to full-time employees and exclusive of emergency and "on call" work, or work in relief of employees absent due to illness or on vacation, an additional employee shall be added to the list of full-time employees for that Division.

The Employer reserves the right to schedule days of work and assign shifts dependent on operational needs and customer requirements. Where possible the Employer will give consideration to Saturday and Sunday and then Sunday and Monday as consecutive days of rest.

- 10.05 Full time employees called to work shall receive a minimum of six (6) hours of work or the equivalent thereof in pay for each regular daily call to work, Monday through Sunday. Part-time employees called to work shall receive a minimum of four (4) hours of work or the equivalent thereof in pay for each regular daily call to work, Monday through Sunday.
- 10.06 If an employee is required to go to the garage to pick up his truck before the commencement of his shift, or if he is required to return it to the garage at the end of his shift, he shall receive pay for this work.
- 10.07 There shall be no pyramiding of premium rates of pay.
- 10.08 (a) An employee temporarily assigned to a higher rated position for one (1) hour or more shall receive the higher rate of the time assigned.
- (b) An employee temporarily assigned to a higher rated position for four (4) hours or more shall receive the higher rate for his/her entire shift.
- (c) An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 10.09 A weekly schedule showing the days of work, days off, starting times, and run assignments for all employees shall be posted on Thursday of the preceding week. The weekly schedule will provide for a minimum of eight (8) hours off between scheduled shifts and Management will post said schedule by 1400 hours.
- 10.10 **On Call**
- (a) (i) **Part-time employees shall be required to be available for work on an "on call" basis. If called to work while, on call, a part-time employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the regular hourly rate for the first call and shall receive a guarantee of two (2) hours or work of the equivalent thereof in pay at the regular hourly rate for the second and subsequent calls. Should the employee be required to attend**

additional calls whilst under the guarantee of hours the subsequent call in rate will be deemed non applicable.

The hours worked when called into work while on call shall be added to the accumulated hours or work for that week. Part-time employees shall be paid three dollars (\$3.00) for every hour on call, provided, however, that if the employee is called to work, then no on call pay will be due. On call hours shall not be considered as hours worked.

- (ii) A full-time ATM Employee who agrees to work a **on-call** shift on his scheduled day off will receive a guarantee of four (4) hours at one and one-half (1½) times his hourly rate; regardless whether he is called out or not. If call outs are made, the first four (4) hours will be covered in the guaranteed hours and all other hours worked after the guarantee will be at one and one-half (1½) times his hourly rate. Hours not worked will be paid at the **on-call** rate with the exception of the four (4) hour guarantee.

- (b) **Work performed in connection with being “on call” shall not be considered as working a split shift.**

10.11 Hours of work in excess of those guaranteed each week to a full-time employee except as provided in Article 12.05 will be assigned by Division in the following order.

1. To part-time employees in order of seniority up to a maximum scheduled work week of forty (40) hours or until interest is exhausted;
2. To full-time employees who have signed the overtime availability list in order of seniority until interest is exhausted. **The effectiveness of this process will be discussed at each Joint Action Committee meeting;**
3. To part-time employees in order of seniority until interest is exhausted;
4. Assigned by the employer **first to part-time employees and then to full-time employees** in reverse order of seniority as required to meet the operating needs of the Employer; and provided the employee has the qualifications and ability to perform the work.

10.12 No full-time employee shall be required to work a split shift.

10.13 **Break and Meal Period**

- (a) Employees scheduled to work and/or who work a shift of eight (8) consecutive hours or more shall be allowed a maximum of 1/2 hour for a meal period. Time taken for such meal period, shall not be considered as time worked, but there shall be no loss of regular straight time pay for such meal period. Where meal period stops shall be made while on a route/run they shall be taken with the prior knowledge of the Branch Office. The armoured truck shall not be stopped for a total lapsed time of more than 1/2 hour and there shall be no appreciable

deviation from the approved schedule of the armoured truck crew without authorization from Branch Office management personnel.

- (b) All employees shall be allowed to take a rest period of a maximum of fifteen (15) minutes during the first half of any shift and a similar rest period during the second half of any shift. The vehicle will not be stopped more than fifteen (15) minutes in such cases. Such rest stops shall be made on the route without deviation from the approved or established schedule of the armoured car crew.
- 10.14 On overnight run, that requires accommodation, members of that crew shall be paid a meal allowance in the amount of **fifty dollars (\$50.00)** for each overnight run. Additionally, such crew members shall be provided with reasonable hotel lodging two (2) men to a double room.
- 10.15 All conditions of employment relating to wages, hours of work, overtime pay, vacations, holidays and all other general conditions of employment are specifically set forth and embodied herein and in Appendix "A", " attached hereto and no separate oral or written agreements shall be entered into with any individual member of the UNION that are inconsistent with this agreement. Wages, hours of work and working conditions as covered by Appendix "A, attached hereto shall be considered part of this agreement as though incorporated herein and in the event they are in conflict with conditions of this agreement, they shall prevail.
- 10.16 All wages are to be paid on a bi-weekly basis by direct deposit. The Employer agrees to deposit by direct deposit specified amounts each pay period from the wages of those employees. Amounts so deposited will be remitted to designated approved financial institutions. Employees will be entitled to a maximum of two (2) accounts in total.

Any shortages or errors in pay over seventy-five dollars (\$75.00) will be paid as soon as possible by the Branch.

ARTICLE 11: BID RUNS

- 11.01 (a) At least three (3) times annually, at approximately four (4) month intervals, not to exceed two weeks past the expiry date of the last bid the Employer shall post a list of blocks of runs describing in general terms the areas to be served, the nature of work to be performed, the starting times, approximate duration and the estimated crew complements for each of the blocks. After such blocks of runs are posted for a minimum of one (1) week, all Full-time armoured employees (excluding vault employees) shall, in order of their overall seniority, be offered an opportunity to bid for assignment to the blocks of runs set up by the Employer. In the event an employee fails to bid at the time the opportunity is offered, he may bid thereafter, but only from the vacancies available at the time the employee so bids. If an employee fails to bid prior to the date the new assignments are made, such employee will be considered a pool employee. In the event an employee elects not to bid, the right to bid shall be extended to other employees in order of seniority. If, at the completion of the bid, some bid positions remain unfilled, then

pool employees, in reverse order of seniority, shall be assigned, at management's discretion, to fill such positions. It shall be the employee's responsibility to advise the EMPLOYER in writing of their run selections should they be absent during the selection period.

- (b) Vault employees shall have a separate bid which shall be based on seniority and shall not be open to other full-time employees.
- (c) Armoured, **Vault** and ATM Bids will be bid at the same time.

11.02 Employees must be qualified to perform, and capable of performing all duties required in the classifications in which they wish to bid at the time the bid is posted for selection of assignments. Combination status shall be considered a qualification for the purpose of the bid. However, every second bid shall be considered an open bid with respect to upper and lower combination status and employees shall be permitted to bid regardless of current combination designation. **(In the event that manual combination systems are eliminated and fully replaced with electronic locks, upper and lower combination status distinctions would be redundant and make any reference to this as a bid condition null and void.)**

11.03 Those full-time employees, classified as pool employees pursuant to 11.01 above, and part-time employees shall compose a pool of unassigned employees. On Thursday of the week preceding, the Employer shall post a weekly schedule for the full-time employees assigned to the pool. Such employees shall be assigned in order of their seniority to the greatest scheduled earnings opportunity among the vacancies on the days such employees are scheduled to work to a maximum of 40 hours per week in 5 days or less. Vacancies that occur after the schedule is posted shall be filled at the Employer's discretion from the pool of unassigned employees regardless of seniority. Full-time employees assigned to the pool shall be classified as guards and shall be paid at the wage rate applicable to the classification in which they are assigned to work.

11.04 **Vacancies**

- (a) Permanent Vacancies: In case a block has been bid and then permanently vacated, for example, by death, retirement, termination, long-term illness (six (6) months or more), the senior qualified full-time employee from the pool who did not originally have the right to bid shall fill that vacancy for the remainder of the bid period if he so desires, provided in the event no full-time employee in the pool accepts such assignment, the Employer reserves the right to assign the junior full-time employee to the vacancy.
- (b) **Temporary, Extended or Emergency Vacancies**

All block-run vacancies of one week's duration or longer caused by vacations, illness, or emergencies, shall normally be filled from among those qualified in the pool of unassigned employees, in order of seniority.

(c) **Revision of Run**

In order to meet the needs of customers and to improve the efficiency of the operation, runs may be changed from time to time by adding stops, removing stops, changing starting times, revising, merging, eliminating runs or adding new runs. If a run shall be unusually behind schedule due to breakdown or other causes to the point that it cannot meet the Employer's commitment to the customer, another crew or another run may be assigned to make such pickup or perform such other duties to meet the obligations of the Employer with respect to the customer(s) involved.

(d) **Special Runs and Assignments**

On special runs or assignments, that is, runs or assignments not regularly normally recurring, the Employer may assign such runs or assignments to those qualified in the pool of unassigned employees, working crews, or by rescheduling runs, or by using part-time employees; or, if an insufficient number of employees are available in the above categories, then employees may be called to work on their scheduled day off. This provision shall not apply to holiday assignments.

(e) **Runs Added**

In the event a new weekly block of runs is added, the senior qualified employees from the pool of unassigned employees shall fill that vacancy for the remainder of the bid period if they so desire; provided, in the event no full-time employees in the pool accept such assignment, the Employer reserves the right to assign the junior full-time employees to the vacancy.

- (f) Once an employee has bid for a block and has been assigned thereto, they shall remain thereon until the next general bid except as herein specifically provided.

(g) **Runs Eliminated**

In the event a run for which employees have bid shall be eliminated or taken off the street, then the employees who have bid that run shall revert to the pool. In the event of a lay off the provisions as outlined in 9.02 a) and b) shall apply.

(h) **Mergers**

In the event of the merger of two (2) or more runs, the senior employees (regardless of classification) on the runs, thereby affected may elect to stay on the remaining or merged run(s), provided they are qualified to perform the work available, or revert to the pool. In the event of a lay off the provisions as outlined in 9.02 a) and b) shall apply.

(i) **Refusal or Removal from a Run**

The Employer may refuse assignment to a run which an employee has bid, for just cause, and once having assigned an employee to a run, may remove him for just cause. The action of refusal or removal shall be a proper subject of the grievance procedure. Persons so removed or refused shall be assigned to the pool pending the

determination of the grievance, if any. In the event of a lay off the provisions as outlined in 9.02 (a) and (b) shall apply.

ARTICLE 12: SUNDAY, HOLIDAY, OVERTIME

12.01 All full-time employees shall be entitled to the following designated holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Employee's Birthday
Civic Holiday	

In the event Heritage Day or any other Statutory (General) Holiday is proclaimed by either the Federal or Ontario Provincial Government, such day shall be added to the list of recognized holidays under the terms of this agreement. An employee may elect to take a date other than their birthday as their birthday holiday, provided such date is limited to the week in which their birthday occurs; and further, that such date is mutually acceptable to both the employee and the Employer.

12.02 Full-time employees, who shall work a minimum of five (5) days during the thirty (30) calendar days immediately preceding one of the above-designated holidays shall receive payment for the equivalent of eight (8) hours ten (10) hours if on a four (4) day schedule] for such holiday.

- 12.03 (a) Full-time employees not regularly scheduled but required to work on any of the above designated holidays shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay at one and one-half (1½) times the basic hourly rate applicable to the classification to which they are assigned to work on such holiday and such hours of work shall not be added in the regular weekly hours of work for that week.
- (b) (i) An employee who works on his or her designated paid holiday shall be paid at the overtime rate of 1.5 times his or her regular hourly rate for all hours worked on the holiday in addition to being paid for the holiday.
- (ii) If an employee works a designated holiday, he or she shall not receive another day off in lieu of the holiday.
- (iii) If a paid holiday falls on a non-scheduled work day for an employee, his or her next scheduled work day shall be observed as the paid holiday.
- (iv) Employees called in to work on a designated holiday shall be guaranteed four (4) hours to be paid at the rate of time and one half.

- (v) The statutory holiday itself will be recognized as the designated day from 12:01 A.M. on the day of the holiday until 24 hours have elapsed.
- 12.04 If a full-time employee shall work three (3) or more days in a higher classification during the week in which a holiday shall occur, the employee shall be paid the holiday credit at the rate applicable to the said higher classification.
- 12.05 Notwithstanding 12.03 b (iii), work that occurs during a holiday on the actual day of the holiday as identified in Article 12.01 (excluding an "Employee's Birthday"), that requires premium payment shall be offered to full-time employees first and then to available part-time employees. Holiday work shall be assigned to full-time employees in rotation according to seniority, provided employees shall be qualified to perform the work available. In the event an employee is not qualified or relinquishes such assignment then the qualified employee next in line according to seniority shall be assigned such work. Part-time employees at premium rates may be used if full-time employees are not available in sufficient number. In the event insufficient employees accept such assignment, the Employer reserves the right to assign those qualified full-time employees with the least seniority.
- 12.06 Any full-time employee who may be recalled to perform an overtime assignment having left the premises and completed their assignment for the day and punched out on the time clock, shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1½) times the hourly wage rate applicable to the classification in which the employee is assigned. Such work shall not be included in the accumulated hours of work for that week and shall not apply against the weekly guarantee of hours.
- 12.07 (a) Any full-time employee who is required to work on their scheduled day off shall be guaranteed a minimum of six (6) hours of work or the equivalent thereof in pay at one and one-half (1½) times the regular hourly wage rate applicable to the classification to which the employee is assigned on such work. Such hours shall not be included in the regular weekly hours of work for that week.
- (b) This notwithstanding where an employee works less than all their weekly scheduled hours, they shall not be paid at (1½) times the hourly wage rate for hours worked or guaranteed on their scheduled day off, however such hours shall be included in their accumulated weekly hours for that week.
- 12.08 When it is necessary to work a full-time employee on their scheduled day off, such assignments shall be offered according to seniority provided employees desiring such assignments have indicated their willingness for such assignment by signing the appropriate list posted by the Employer. Assignments to such work shall be given only to those employees who have signed the list beforehand and are qualified to perform the work available. In the event an employee is not qualified or relinquishes such assignments, then the next qualified employee on the list shall be assigned such work. Once the list is depleted the Employer reserves the right to assign any qualified employee.

- 12.09** Part-time employees shall be paid statutory holidays herein as per the Labour Code.

ARTICLE 13: VACATIONS

- 13.01** The vacation period in each year shall extend from January 1st to December 15th of each year. The period extending from April 1st to September 1st and the school spring recess shall be designated as prime time.
- 13.02** Vacations and vacation pay for full-time employees whose employment shall be terminated with less than one (1) year of service and all part-time employees, shall be granted and paid at the rate of four percent (4%) of the employee's total earnings during the period of their employment.
- 13.03**
- (a) Full-time employees who have completed one (1) or more years of continuous service as full-time employees shall be granted two (2) weeks vacation with pay.
 - (b) Full-time employees who have completed five (5) or more years of continuous service as full-time employees shall be granted three (3) weeks vacation with pay.
 - (c) Full-time employees with ten (10) years or more of continuous service as full-time employees shall be granted four (4) weeks vacation with pay.
 - (d) Full-time employees with fifteen (15) years or more of continuous service as full-time employees shall be granted five (5) weeks vacation with pay.
 - (e) Full-time employees may bank up to one week of vacation into the following year. No more than one week can be banked at any one time.
 - (f) Vacation pay shall be computed at the rate of two percent (2%) of the employee's annual earnings during the preceding calendar year, January 1st through December 31st, for each week of vacation.
 - (g) Vacation pay shall be paid to the employee by direct deposit while the employee is on vacation on the regular pay period.
 - (h) The annual earnings referred to above shall be the amount shown on the respective employee's T-4 form (excluding such items as Canada Pension, OHIP and any other taxable benefits).
- 13.04** Any full-time employee whose employment shall be terminated for any reason shall be paid for all vacation earned during the preceding calendar year but not previously taken, plus vacation pay for the current year computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of the employee's total earnings during the current calendar year.
- 13.05** Any full-time employee who shall be absent from work due to service connected sickness or non-service connected sickness or injury during any calendar year

shall, for the sole purpose of having his vacation pay for that year computed, be credited with pay for the weekly guarantee of hours for each week of absence up to a maximum of thirteen (13) weeks in any year during which he was entitled to a full weekly benefit under the Workmen's Compensation Act or the Group Insurance Plan described in Article 14. It is understood and agreed that no employee shall be entitled to such credit described above unless he shall have actually worked under this agreement for a minimum period of thirteen (13) weeks during the year in which the absence occurred.

13.06 If a designated holiday occurs during any employee's paid vacation, the following options shall apply:

1. The employee shall be granted one (1) additional day's pay in lieu thereof; or
2. Should the employee elect to take their last scheduled shift prior to their vacation as the designated holiday the employee will be required to provide the Employer with one (1) weeks notice prior to the commencement of vacation; or
3. Should the employee elect to take off their first scheduled shift back from vacation in lieu of the designated holiday the employee will be required to notify the Employer of their intention to do so prior to their leaving to commence vacation; or
4. Employees who select vacation during a week in which a statutory holiday occurs, will use four (4) vacation days and be paid the statutory holiday in conjunction with their four (4) vacation days.

13.07 Vacations and vacation pay for part-time employees shall be as required by the applicable Employment Standards Regulations.

13.08 Full-time employees shall select their vacations in order of **Divisional** seniority.

Those full-time employees entitled to more than two (2) weeks vacation must split their vacation into two (2) separate periods. Such employees shall select one period in order of their overall seniority and shall select the second period only after all other employees have made their selection. Such employees may select three (3), four (4) or five (5) consecutive weeks, provided such selection shall be made after all other employees have made their initial selection.

The Employer shall allow a maximum of ten percent (10%) of the total full-time work force, by division off on vacation during any one (1) week in each division with the exception that only 1 vault employee may be off on vacation at any one time and ~~no more than ten percent (10%) of the ATM A comb population and ten percent (10%) of the ATM B comb population may be off on vacation at any one time,~~ provided the operations of the Employer are not disrupted. **[deletion will be effective for the vacation schedules in 2012 and thereafter.]**

Employees with ten (10) or more years of seniority will be allowed to select three (3) consecutive weeks of vacation and such a selection shall be considered as a prime time vacation selection.

Employees with less than ten (10) years service will not be allowed to schedule more than two consecutive weeks during prime time.

- (a) Effective the first (1st) Sunday in 2009, all full-time employees with five (5) years of service or more shall be able to schedule, from their annual vacation allotment, up to five (5) single vacation days, except from December 15th to December 31st. For scheduling purposes, these days must be requested in writing no later than ten (10) days prior. If single days remain at year end, they will be paid out by December 15th.

A maximum of ten (10) single days per week will be permitted to be scheduled subject to operational requirements.

- (b) Effective December 2009, during the period from December 15th to December 31st, one (1) employee per division may be off on vacation (i.e., maximum of four (4)).

13.09 The Employer shall post the vacation list on November 15th of each year. Commencing December 1st and ending December 15th, the Employer shall call upon employees in order of their Divisional seniority to make their first selection. An employee must make a vacation selection at that time or any time thereafter, but only from the weeks available at the time selection is made. Commencing December 16th and ending December 30th, the Employer shall call upon employees in order of their Divisional seniority to make their second selection but only from weeks available at the time selection is made. Any employee who has not made vacation selection by February 16th shall have their vacation period assigned by the Employer. In the event an employee shall be absent during the selection periods, it shall be the employee's responsibility to advise the Employer of his vacation selection in advance.

13.10 In the event of a death of an employee, then all remaining vacation pay accrued shall be forwarded to the estate.

ARTICLE 14: GROUP INSURANCE

14.01 **The Employer shall pay the full cost to a group benefit booklet plan, which is outlined below and covered in greater detail in the benefit plan booklet and outlined in the Master Plan Policy document which is available to the Union upon request. All employees who are entitled to the Benefit Plan shall be provided with a copy of the Benefit Booklet by the Employer.**

A brief description of the benefit plan is attached to and forming part of this Collective Agreement. The Health and Welfare coverage presently in place will remain for the life of this Agreement, and no lesser amounts, or coverage or benefits will be implemented. The cost of the group insurance plan shall be borne by the Employer, except where specified to the contrary in the plan, and shall provide benefits in the following amounts:

Group Term Life Insurance	\$45,000.00
Accidental Death and Dismemberment	\$45,000.00
Dependent Life	\$10,000 Spouse \$5,000 Child
Surviving Spousal Benefits	24 Months after death of member
Weekly Indemnity	An amount equal to 66% of weekly earnings up to a maximum of \$550.00 to a maximum of 26 weeks
Major Medical Plan	Plan pays 80% of covered expenses after deductible Lifetime maximum of \$1 Million
Drug Card	Effective January, 2012 \$5 dispensing fee cap
Vision Care	Effective January 2012 \$300 every 24/months and \$300 every 12 months for children under 18 years Eye exams \$80 Eligible eyeglass frames, lenses, contact lenses and laser
Dental Plan	Effective January 2012 Plan pays 100% of basic to a maximum of \$1100 per calendar year. Current Ontario Dental Union Fee Guide of G.P.
Orthodontics	Effective January 2014 50% lifetime coverage to a lifetime maximum of \$1000.
Long Term Disability Plan	Plan pays 67% of basic monthly earnings for a maximum of three (3)

years to a maximum of \$2500 per month.

Paramedical

Effective January 2014 \$1000 combined annual max per family with new coverage for chiropractic, massage therapist, podiatrist, naturopath, osteopath, psychologist, physiotherapist, occupational therapist. (Subject to R&C limits)

14.02 In the event the Ontario Health Insurance Plan shall be discontinued by the Provincial Government, The Employer shall insure that appropriate corresponding insurance coverage is provided by the Employer's Insurance Plan.

14.03 The Employer shall retain twelve twelfths (12/12) of the U.I.C. premium reduction.

14.04 **Pension**

Full-time employees and part-time employees who qualify shall be covered under the Unionized Employees' Pension Plan of Brink's Canada Limited described in a separate document as amended to comply with Federal Statutes.

14.05 **Dispute Resolution**

(a) **If following an Employer requested medical examination, any employee is deemed by the employer or Insurance company, based on the medical results and physician recommendations, to be physically incapable of carrying out his/her regularly assigned duties, the employee shall be reclassified subject to Article 20.11.**

(b) **Should the employee disagree with the employer's decision the following procedure shall be followed:**

Union Review of Medical Findings

1. **The Employer shall notify the Union of the medical findings with respect to the employee. Should the Union of the employee disagree with said findings, the employee, at his/her own expense, shall have the right to be examined by his/her personal physician.**

Consultant Appointment

2. **Where there is no agreement between the Employer-appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.**

Consultant Findings

3. **The findings of the consultant shall be final and binding upon all parties.**

Cost of Consultant

4. **The remuneration of the consultant shall be borne by the Employer.**
5. **In the case where an arbitrator directs that a medical consultant(s) be engaged, the remuneration of the consultant(s) will be as per the direction of the arbitrator.**

ARTICLE 15: BEREAVEMENT LEAVE

- 15.01 (a) In the event a full-time employee shall, while actively working as such, suffer death in his immediate family (parent, stepparent, spouse's parent, brother, sister, grandparent, grandchild or legal guardian), he shall be granted a leave of absence extending from the date of death to an including the date of the funeral. Such employee shall be paid for each regularly scheduled day of work that occurs during such leave, at their regular eight (8) or ten (10) hours shift at his regular straight time rate subject to a maximum payment of three (3) days.
- (b) The Employer will provide compassionate leave up to a maximum of five (5) days with pay in the event a full-time employee shall suffer death in his immediate family (spouse, **same sex partner**, biological child, adopted child, or common-law child). Such employee shall be paid for each regularly scheduled day of work that occurs during such leave, at their regular eight (8) or ten (10) hours shift at his regular straight time rate.
- (c) A full-time employee who shall suffer the death of an aunt, uncle, brother-in-law or sister-in-law shall be allowed a one-day (1) leave of absence for the purpose of attending the funeral of the deceased, and shall be paid therefore at eight (8) hours or ten (10) hours at the employee's regular straight-time rate, provided the employee was scheduled to work on such day and provided further that the employee attends the funeral.

ARTICLE 16: JURY OR WITNESS DUTY

- 16.01 Any full-time employee who shall serve on a jury shall be granted jury service during any calendar year in the amount of pay for the hours of work then guaranteed to full-time employees per week at the hourly wage rates then applicable minus jury service fees to which the employee is entitled. Payment of such jury service benefits shall be conditioned on the employee making him or herself available to work for the Employer when he is not required to render jury service.
- 16.02 In the event an employee is subpoenaed to appear as a witness on behalf of the Employer in a case where the Employer is involved, or is subpoenaed to appear as

a Crown witness due to an incident in which the employee was involved while on duty for the Employer, such employee shall be paid their regularly scheduled hours at the regular straight time hourly rate for each day the employee is required to so appear.

ARTICLE 17: LEAVE OF ABSENCE

Sick Leave

17.01 Full-time employees who shall be unable to work due to non-service connected sickness or injury shall be granted sick leave at the rate of eight (8) hours for each scheduled day of work on which the employee shall be unable to work in the maximum amount of five (5) days in any year subject to the following provisions.

17.02 (a) The employee shall be paid from the first day of absence due to any separate non service connected sickness or injury up to the maximum above described. Unused sick leave shall be paid for at the end of each reference year. It is understood and agreed that the Employer reserves the right to require written medical proof of illness for an absence of more than three (3) consecutive days and that any proven abuse of the foregoing by an employee, including the filing of a false claim for sick leave payments, shall constitute just cause for disciplinary action, including discharge. In the event sick leave shall be exhausted and an employee's absence continues into the following year, he shall not be eligible for additional sick leave until after he has returned to work for a minimum period of one (1) week. Employees working on four (4) days schedules shall be paid ten (10) hours instead of eight (8) hours and to a maximum of forty (40) hours per year.

(b) Sick leave entitlement shall be based on the twelve (12) month period 1st commencing on January of each year. Any unused sick leave earned in the calendar year shall be paid out by December 15th of each year. Once paid out the employee shall have no further paid sick leave for the remainder of that year.

17.03 Leave of Absence Without Pay

The employer will consider reasonable requests for leave of absence without pay, if an employee requests it in writing from management provided and it is not for the purpose of obtaining or pursuing alternate employment. Leave will not exceed thirty (30) days and will be subject to operational needs and requirements. The employer shall maintain benefit contributions if the leave is for thirty (30) days or less and the employee shall maintain their seniority during the leave.

ARTICLE 18: TRAINING

- 18.01 Employees shall be required to fire on the qualification range at least twice annually. Qualification range time may be scheduled as an extension or part of an employee's regular daily work. The qualification time spent on the range will be paid for at:
- (i) The employee's regular straight time hourly rate of a minimum of one (1) hour for on-site qualification ranges.
 - (ii) A minimum of two (2) hours pay at the employee's straight time hourly rate for off-site qualification ranges.

The parties agree that it is in both the employees' and the Employer's interest that, employees receive thorough training, covering among other things, firearms handling and operating procedures. It is also agreed that it is in the best interests of the employees and the general public that employees be afforded an opportunity to practice on a range and further that they be limited to a maximum of three (3) qualification attempts to achieve the accepted standards set out by the appropriate statutory regulations.

The Employer may from time to time provide in-house training programs. Participation by employees is compulsory and participating employees will be paid at their basic straight time hourly rate for all hours in attendance.

- 18.02 Employees may request, subject to management approval, assistance in upgrading their drivers' license. The Employer agrees to supply the armoured truck for the test and pay the Ministry fee required to obtain their "DZ" endorsement (air brakes) certificates. A Class III shall be a requirement of employment for Quebec residents. Reimbursement for the above will be made upon receipt and successful completion of the driving test.

ARTICLE 19: FIREARMS, PERMITS AND LICENCES

- 19.01 The Employer agrees to pay for the P.A.L. (Possession and Acquisition Licence).
- 19.02 Should an employee fail to be qualified or maintain in effect his/her Possession and Acquisition **License (PAL)** or **Authorization to Carry permit (ATC)** they shall be placed on layoff without pay for a period of no greater than twelve (12) months. The Union may request and Management may grant the employee work in a position where a certificate or permit is not required. In such cases the employee would be expected to re-qualify at the earliest possible opportunity.

ARTICLE 20: SAFETY AND HEALTH

- 20.01 A safety and health committee shall be established consisting of at least four (4) persons, two (2) of which are appointed by the UNION and two (2) appointed by

the EMPLOYER. The power and duties of the committee are as stated in the **Canada** Labour Code.

20.02 The Employer agrees to maintain clean, sanitary washrooms with hot and cold running water, toilet facilities and sufficient hand cleaner and towels. Separate facilities for female employees will be provided. All facilities shall be according to the requirements of the Municipality of Ottawa Building Code and the Health Protection and Promotion Act, Schedule B.

20.03 **Bullet Resistant Vests**

- (a) The Employer shall reimburse full-time employees for one hundred percent (100%) of the cost of a new approved bullet-resistant vest to a maximum of four hundred dollars (\$400.00).
- (b) Part time employees will be entitled to the same benefit providing they remain in the employ of Brink's for a twenty-four (24) month period from the date of purchase.
- (c) At the request of the employee, vests will be replaced upon expiration of the manufacturer's warranty. All vests purchased must have a minimum of a five (5) year warranty. Upon issue of a new vest, the employee shall turn in the existing old vest for proper disposal by the Employer.
- (d) The Employer shall have no liability as a consequence of vest failure, as the vest is to be purchased and utilized as herein provided is at the sole discretion of the employee.

A list of approved vests appears in N.I.J. standard 0101.05.

Vests are encouraged to be worn at all times.

20.04 Any employee who shall sustain injuries from felonious attack which are compensable under the Workplace Safety and Insurance Board Act shall be paid by the Employer as follows:

- (a) Commencing on the first scheduled working day of absence and continuing through the tenth (10th) scheduled working 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 WSIB Act.

Payments by the Employer shall be based on one fifth (1/5) or one-quarter (1/4) 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 the employee's scheduled day off.

- (b) In the event any such employee shall be absent as a result of such injuries in excess of his ten (10) scheduled working days, then such employee shall, after the tenth (10th) day of absence, be paid in accordance with the WSIB Act.

- 20.05 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 for that day.
- 20.06 All armoured trucks shall have installed and in operating condition heaters not later than October 1st and blowers and fans no later than April 1st. All newly built armoured cars assigned to the branch shall be equipped with air-conditioning and hydraulic seats.
- 20.07 **Safety Footwear Allowance**
- (a) The Employer agrees to provide a safety footwear allowance by reimbursing full-time employees up to **one hundred dollars (\$100.00)** every twenty-four (24) months. The employee must submit a receipt in order to be reimbursed. The footwear must be CSA approved, black with steel toes and in compliance with the Brink's Uniform and Appearance Policy.
 - (b) Part-time employees will be entitled to the same benefit providing they remain in the employ of Brink's for two hundred and forty (240) hours.
- 20.08 **Unsafe Vehicles**
- The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or not properly equipped to conform with existing laws or by-laws.
- 20.09 Drivers shall be provided with forms on which they shall make written reports of defective equipment or conditions of the Employer's trucks. **Failure to complete the forms is a violation of provincial highway regulations and any employee who fails to complete the forms will be subject to progressive discipline.** Should management decide that a piece of equipment would be unsafe to operate, information to that effect will be posted aboard the truck and in the dispatcher's office.
- 20.10 **Health and Safety Protocol**
- (a) The Employer shall institute and maintain all reasonable precautions to ensure every worker a safe and healthful workplace.
 - (b) The Employer and the Union will cooperate fully to promote safe work practices, health conditions and compliance with safety rules and procedures as outlined in Part II of the Canada Labour Code.
 - (c) The Union Health and Safety co-chair shall have the right to accompany on an inspection tour any Government Health and Safety Inspectors.
 - (d) The Employer shall ensure that all employees are informed of their right to refuse hazardous work which may harm them, or any person in accordance with the provisions of the Canada Labour Code. Signs will be posted in the workplace advising them of this right.

- (e) If a worker exercises their right to refuse, they will notify their supervisor and the Union member of the health and safety committee. They shall stand by in a safe place and cooperate fully with the investigation of the hazard.
- (f) The Union Health and Safety co-chair is entitled to fully participate in a Health and Safety investigation at every stage.
- (g) No employee with just cause, as outlined in Part II of the Canada Labour Code, shall be dismissed, suspended, laid off or demoted for exercising their right under Part II of the Canada Labour Code.

20.11 Return to Work Protocol

- (a) Brink's Canada Limited is committed to working with employees, the Union and provincial compensation bureaus in establishing an early return to work protocol for injured workers.
- (b) The Branch Manager shall review, and consult with the Union, regarding branch needs and opportunities and where appropriate shall try to provide temporary duty, which will accommodate the restriction placed on an employee by nature of their injury.
- (c) Brink's Canada Limited has determined that the position of Primary/Turret Guard fulfills most of the ergonomic demands required by rehabilitating employees.
- (d) Transitional duty will typically last for a duration specified by the compensation bureau and the physician responsible for determining the physical condition of the employee.
- (e) Once cleared by the compensation bureau and the physician, the employee may be re-introduced to their prior workplace assignment.
- (f) The employer agrees to provide the unit chairperson or their designate with the outline of the employees return to work plan.

ARTICLE 21: NO DISCRIMINATION

- 21.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

ARTICLE 22: GENERAL CONDITIONS

- 22.01 The Employer shall pay for all premiums on bonds of employees as required.
- 22.02 A copy of this agreement shall be placed on the bulletin board on the premises of the Employer. The Employer agrees to pay the cost of translating the collective agreement in French for reference purposes and that the English version will be considered the official legal version. The Employer will have the official legal version of the collective agreement printed in pocket-sized booklet form.
- 22.03 All regular runs shall be numbered. A crew shall not be less than two (2) men. When it is necessary to replace an armoured vehicle on a regularly scheduled run with an unarmoured vehicle, such unarmoured vehicle shall have a minimum of three (3) crew members.
- 22.04 In the event an employee shall be absent from work for any reason he shall, before returning to work call the EMPLOYER'S dispatcher no later than two o'clock (2:00 p.m.) of the day prior to the day on which he desires to return to work and at that time obtain his first assignment and his report times for the following day.
- 22.05 On runs with a mileage exceeding three hundred and fifty (350) kilometers **one way**, a relief driver shall be made available and paid accordingly.
- 22.06 Where possible, lockers and a coat rack shall be made available for use by all employees.
- 22.07 **Uniforms**
- (a) The Employer shall furnish and pay for uniforms as required. The style, type and quantity of specific items shall be determined by the Employer. The Employer shall direct the appropriate code of uniform dress including when hats and ties shall be worn.
 - (b) Such uniforms shall remain the property of the Employer.
 - (c) All uniform items, including shirts, shall be replaced on a one for one exchange basis when deemed appropriate by management.
- 22.08 **Truck Interior Cleaning**
- The Employer shall have truck interiors cleaned semi-annually, March and September and it shall be the drivers' responsibility to sweep trucks daily.
- 22.09 **Traffic Tickets**
- (a) No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in 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 twenty-four (24) hours (excluding Sundays) and if not so delivered, the Employer shall not be responsible for the payment thereof.

- (b) Moving violations shall be the sole responsibility of the driver; i.e. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.
- (c) Employee shall advise the Employer immediately of any on-duty or off-duty tickets, charges and/or convictions, that may lead to any restriction of their current or anticipated requirements (i.e., PAL, ATC, Drivers License, Z endorsement, etc.). **Failure to report the loss or suspension of said licenses or permits may result in immediate termination.**

22.10 **Labour Management Meeting**

The Employer and the Union agree to meet for the purposes of promoting cooperation between the Employer and the union and discussing issues relating to the work force which affect the parties or any employees bound by this collective agreement. Both parties agree to meet quarterly, the chair rotates, the Employer will take minutes and both parties agree upon the minutes prior to distribution. The Employer agrees to maintain regular base wages for up to three (3) employees attending the meeting on behalf of the Union.

ARTICLE 23: DEFINITION OF CLASSIFICATIONS

Messenger

23.01 **Supervision and Authority**

The messenger is under the supervision of the manager and assistant manager and the operations supervisor, cashier or assistant cashier dependent upon the circumstances.

The messenger exercises immediate supervision over the armoured truck crew while on scheduled runs. The messenger sees that crew members perform their duties in a proper manner with particular regard to security and efficiency.

The messenger always operates from the rear compartment of the vehicle when working in a two-compartment truck.

It is the messenger's responsibility not to allow anyone other than the driver to occupy the front compartment of the vehicle when operating with a crew consisting of two or three employees, even during lunch or break periods, unless given written permission by management. The only time someone other than the driver may occupy the front compartment is when the driver is used as a guard or is on break. At no time, with a crew consisting of two or three employees, are two employees to be in the front compartment other than the time required to relieve the driver and keep the truck secure. At no time is the front compartment of the vehicle to be left unoccupied when liability is being transferred to the vehicle or

damaged or accidentally opened due to a bad seal or tear, management must be notified immediately.

23.02

Receipts

The messenger should ask customers to spell out the number of sealed packages on the receipt (i.e. one, two, etc., not 1, 2, etc.) to protect the customer and the messenger against the possibility of alteration. In addition, messengers are required to spell out the number of items after their signatures. Messengers should make no other entries in a customer's receipt book.

Each receipt should show the dollar value of the package or packages. Brink's branch office may make some exceptions where the shipment may be shown as 'sealed bag', 'sealed package' or 'sealed envelope'. If this is in order, you will be so advised by the office. In case of doubt, check with local management. In some cases there will be only one amount given for several packages. However, there should never be two amounts for one package.

The entry on the messenger's sheet must always correspond exactly with those on the receipt given to the customer. When a shipment consists of a large sealed envelope or bag containing several small sealed envelopes or bags, the messenger signs for the number of items received and not for the number of smaller items claimed to be inside, unless there are definite, written instructions to the contrary.

The use of other-than standard Brink's receipt forms must be approved by the Regional Manager. The receipt given to the customer should indicate the date of the pickup.

23.03

No Pickup

If a pickup is not made because the location is closed, the deposit is not ready, the person from whom the deposit is to be received is absent, etc., the call at the location should nevertheless be recorded. A notation should be made of the time and the reason the pickup was not made. Where possible, the signature of a customer's representative confirming the notation should be obtained.

23.04

Care of Shipments

Shipments should not be carried in an exposed manner. A coal bag, security bag or other container supplied by Brink's is to be used at every location unless the item(s) is too large for them. The messenger's book and customer safe keys should not be put into the carrying container (coal bag). Customer safe keys should always be put on a key ring, and attached to the uniform belt. No cheque, money or other shipment is to be carried in an employee's pocket or elsewhere on his person.

If currency and coin are to be delivered to a location or picked up from a location and the load is of such volume that a hand truck is required or that the messenger and/or guard cannot draw their weapons, the following procedure is to be followed:

1. The guard if one is assigned, leaves the vehicle closing the door behind him/her and assumes a strategic position.
2. After the guard is posted, the messenger leaves the vehicle with only the currency portion of the delivery and delivers it to the location in the prescribed manner, obtaining a receipt.
3. If the customer has currency to be picked up, the messenger receipts for it, takes it to the vehicle and secures it in the safe. Again both the guard and messenger follow prescribed procedures.
4. After securing the currency in the safe, the messenger leaves the vehicle and proceeds with delivering and/or picking up the coin portion of the shipment. During this part of the coin delivery and/or pickup, the guard may assist the messenger. When a shipment is picked up from a customer, the messenger and guard continue to operate a reasonable distance (10 feet to 15 feet) apart allowing the guard time to be strategically posted outside the customer's location. The messenger observes the driver or the guard while exiting from the building to make certain it is safe to proceed to the truck. If no signal indicating danger is received from the crew, the messenger proceeds to enter the truck closing the door behind him. The guard then leaves the posted position and enters the truck.

23.05 Truck Safes

With the exception of bags containing only coin, shipments should be locked in the truck safe as soon as possible after they are brought into the vehicle. The safe must be kept locked when shipments are not being inserted or removed.

Messenger must use the safe to full capacity giving priority to high liability shipments.

The messenger should have one of the keys to the truck safe in possession at all times, except for drop safes in which case the key will be left at the branch.

23.06 Trucks Without Safes

When any truck is not equipped with a safe, the messenger should place the shipments, in accordance with instructions issued by local management.

23.07 Keys for Safes in Customer's Premises

Safes of various types are installed in customers' premises for the protection of their funds until picked up by Brink's. Two keys are usually required to open the safes:

1. The customer's key which fits only the lock to the safe at the location;
2. The messenger key which fits the locks to several safes and is carried by the Brink's messenger.

Since messenger keys fit many locks, their safekeeping is of the greatest importance. They should be carried on rings and the rings should be on a swivel snap even if there is only one key on a ring. The swivel snaps should be fastened to rings on the messenger's belt.

If there is any difficulty opening a lock, the circumstances should be reported to the Brink's office so that repairs can be made before a lockout occurs.

All keys must be turned into Brink's office before the employee leaves for the day.

23.08 Opening Safes on Customer's Premises

The messenger is only required to assist the customer in the opening of a safe where Brink's has custody over the messenger key in a two key arrangement or control over a key that unlocks the safe combination.

The messenger should not open a safe except in the presence of the customer and should not handle the contents of the safe until the customer has placed the deposit in a sealed package or packages and turned over to the messenger. There are some exceptions to this, but Brink's employees must not make exceptions unless they have been specifically authorized in writing by management.

On occasion when the safe is opened and no deposit is received, the matter should be recorded in the messenger book.

When a safe has been opened, precaution should be taken to see that it is closed and locked, and if applicable the dial spun before the crew leaves the premises, unless specific instructions to leave the safe open are received from local management.

23.09 Check-out Procedures

The messenger's responsibility is to make sure that all items released by the cashier for the run are in fact there, that no item listed on the sheets is missing and that no item released by the cashier is not listed on the sheets. The messenger must also make sure that all items provided by the cashier belong on the run.

After the messenger accounts for all items on the sheets, the messenger should sign the appropriate copies of the sheets and return them to the cashier who in turn gives the original copies to the messenger for the receipting procedure used at customers' location. That is, the number of items receipted for is spelled out (i.e. one, two, etc., not 1, 2, etc.). This must be completed before leaving the branch.

23.10 Recording Shipments

Every shipment picked up must be entered on the proper sheet. Printed captions on forms show what information is required; all of this must be supplied. Entries should be written legibly with ball-point pen or fountain pen. If an error is made, the entry must be crossed out with two lines, marked VOID and rewritten. It must

not be altered or erased. Each sheet is numbered and all must be accounted for. Do not destroy a sheet if it is spoiled or unusable. Mark the sheet 'void' and return it to the office.

- 23.11 In delivering a shipment, you must obtain the consignee's signature on the delivery sheet. The consignee must indicate the number of items in the same manner as required of Brink's messenger (i.e., one, two, etc., not 1, 2, etc.). The use of a stamp for the name of the consignee is permissible if accompanied by the signature of the person who receives the shipment.

Due caution must be exercised to avoid making a delivery to a person not authorized to receive it. In some instances, deliveries can be made only to a certain individual. Our employees are notified of these cases and must make deliveries to no other person. In the absence of such specific instructions, make certain that deliveries are made only to a proper person, such as a cashier, paymaster, teller or other person who is a regular and authorized employee at the location. Identification is required in case of doubt.

Messengers should not relinquish control over shipments or allow a customer to verify the contents of a sealed shipment until a proper receipt is obtained.

23.12 **Deliveries to Brink's Vault**

Deliveries to Brink's vaults are shipments picked up for holdover until later in the day or overnight. All such shipments are to be recorded on the appropriate sheets. The sheets with the shipments listed thereon should be turned over to the vault cashier who gives the messenger a receipt for the sheets and shipments on the appropriate form.

23.13 **Delays**

Customers habitually late with deposits, or who in any way delay crews in performing work should be reported to Brink's branch office by the messenger. A delay slip is to be completed by the messenger in these instances. The customer's representative should be requested to sign this form. If they refuse, you should not insist, but simply mark the customer signature area 'refused to sign'.

23.14 **Customer Relations**

All messengers shall be courteous and act in a professional manner with all customers at all times.

23.15 **Two-way Radios**

Unless otherwise instructed by management, all messengers carry and use a two-way radio in the performance of their duties. The two-way radio should be placed in the transmit mode at all times, unless the messenger requires confirmation from the driver that it's safe to exit a particular location.

23.16 Two-Person Crew Operation

The messenger operates from the rear compartment in a two-compartment truck.

When leaving the customer's building the messenger advises the driver, via the transmitter, that he or she is leaving the building.

The messenger watches for a signal from the driver in case a hazardous condition has developed while inside the customer's location.

The messenger makes sure he or she is physically identifiable so the driver can open the door to the truck. The messenger should not carry a key to any of the truck doors when operating with a single compartment truck.

23.17 Three-Person Crew Operation

The messenger and guard operate from the rear compartment.

The messenger controls the truck safe.

The messenger waits for the guard to alight from the truck, closing the door behind him/her and takes a strategic position. The messenger should be alert and observe the area before alighting from the truck.

Immediately after leaving the armoured truck, the messenger should receive a signal from the driver indicating doors are bolted and that the pocket transmitter is working.

If hand trucks are used or additional service trips are required due to the number of bags in the shipment, refer to Section 23.06, 'Care of Shipments'.

23.18 Four-Person Crew Operation

The four-person crew operation is the same as the three-person crew operation with the following exception; an additional guard is added to the crew and one guard rides in the front compartment with the driver.

The guard in the front compartment leaves the truck first, closing the door behind him/her, inspects the entrance to the location and takes up a position at a strategic point. One guard accompanies the messenger to the point of delivery or pickup unless the messenger requests both guards to enter the location.

Re-entry is made by the messenger and guard into the rear compartment while the other guard maintains a strategic position. Once the messenger and guard are secured in the rear compartment, the second guard leaves the posted position and enters the front compartment of the truck.

23.19 Driver Relief

When the driver on a two-person crew must be relieved for lunch or comfort stops, the following procedures must be followed:

1. Before the messenger/crew chief alights from the rear compartment, both the driver and the messenger/crew chief will make certain by visual observation that there is no one in the immediate vicinity of the truck.
2. The messenger/crew chief will open the door and exit the vehicle, making sure that the door is securely closed after exiting the vehicle.
3. The driver will, after again making certain no one is around the truck or messenger/crew chief, open the passenger door of the front compartment to allow the messenger/crew chief entrance.
4. After the messenger/crew chief is safely inside the front compartment, the driver may leave the vehicle making certain that the door is closed securely. The messenger/crew chief will bolt both front doors.
5. Upon the driver's return to the vehicle, the same procedure in reverse is to be used.

The run must not proceed until the messenger/crew chief is safely inside the rear compartment. The messenger/crew chief is not to ride in the front compartment to the next stop. All doors to any occupied compartment are to be bolted when not in actual use. On three-person crews, the same procedure is to be used when relieving the driver. The messenger/crew chief is to remain in the rear compartment while the guard occupies the front compartment.

The guard/tech must always ride in the rear with the messenger/crew chief, except on crews consisting of more than three employees which shall operate with one of the guards occupying the front compartment with the driver.

At no time with a crew consisting of two or three employees are two employees to be in the drivers compartment other than the time required to relieve the driver and keep the armoured vehicle secure.

23.20 **Losses**

The main causes of lost shipments are:

1. Careless handling between the customer location and the armoured truck. Packages dropped or laid on the step of the truck or a counter in the customer's location cause most of these losses
2. Failure to properly count the items. Sometimes it is necessary to count the items several times. Any count that varies from the customer's or messenger's record must be rechecked immediately.
3. Substitution. It is important that similar packages be carefully checked or the wrong one may be delivered.
4. Receipts. No valuable package should be transferred without a receipt, even between Brink's employees.
5. Failure to use carry bags for handling of multiple or small shipments.

6. Failure to properly verify that a shipment is securely sealed and properly addressed.

Loss or misdelivery of customer shipments due to negligence or failure to abide by Employer regulations may result in disciplinary action.

23.21 Notifying Office - Cooperation

In the event of a loss of any description, notify management immediately before taking any other action.

Employees shall cooperate fully in any Employer or Employer approved investigation of losses, subject to applicable law, and shall be obligated to fully disclose all information they have concerning the loss. The failure or refusal to do so may result in disciplinary action.

23.22 Driver ATM and Armoured

Driver Supervision and Authority

The driver is under the supervision of the manager and assistant manager, the operation supervisor, cashier or assistant cashier, dependent upon the circumstances. While on the run or route, the driver is under the direction of the messenger/crew chief.

23.23 Duties

The principle duty of the driver is to operate the armoured truck, or other motor vehicle to which the driver is assigned, safely and courteously; to guard and assist the messenger/crew chief as directed; and to attentively monitor the two-way radio while the messenger/crew chief is away from the truck.

The driver should not permit anyone to ride in the front compartment on a run consisting of two or three employees, unless given permission by management; the messenger/crew chief cannot give this permission. No more than one crew member may occupy the front compartment, even during lunch or break periods.

Use of Driver as Guard

The remaining employee should, under most circumstances, be the driver. That employee must remain dead bolted in the front compartment of the truck.

23.24 License And Safety

The driver shall be properly licensed under all of the jurisdictions in which the vehicle is to operate and shall also maintain a safe driving record. A safe driver not only observes traffic rules and regulations, but operates the vehicle in a defensive manner, avoiding accidents arising from the unsafe or inattentive acts of other drivers or pedestrians. The driver must receive assistance in backing the

vehicle from the other members of the armoured truck crew outside of the vehicle, including while fueling or moving vehicles inside of branch premises.

The driver must wear seat belts while driving any Employer vehicle and ensure that other crew members comply and do likewise.

The driver must advise management of any suspension, expiry or revocation of his drivers permit.

The driver is also responsible for the housekeeping of the front and rear compartment of the vehicle.

23.25 Traffic Laws and Regulations

The driver must obey all traffic laws and regulations in every community where he or she operates a motor vehicle. Provincial motor vehicle laws pertaining to operator's and chauffeur's licenses and rules of the road must be followed. A driver will not be permitted to operate a Employer vehicle on public highways, either temporarily or permanently, by reason of revocation, suspension or denial of an driver's license by the appropriate agency. The driver must comply with the Ministry of Transportation.

23.26 Vehicle Inspection

Each day before leaving the branch on the scheduled assignments, the driver must inspect and check the pre-trip inspection report. It is important that the driver examine the locks on the doors and other security equipment for any malfunction before leaving the Brink's branch.

23.27 Truck Performance

The driver observes the performance of the vehicle during the day's assignment. The driver watches all gauges closely, tries the brakes periodically and listens for any unusual engine noises. Even though the driver may not know what is causing the unusual noise or substandard performance, the driver must report these things to the attention of the office on the form provided.

23.28 Reports

At the completion of the day's work, the driver should make complete reports as required by Employer policy and applicable provincial legislation.

Any item that is malfunctioning should be reported in writing. This includes, but is not limited to lights, locks, safety equipment, engine problems, unsafe conditions or any other mechanical or electrical problems.

23.29 Conservation of Equipment

It is the driver's duty to handle the truck in such a way as to minimize repairs and mechanical failure and obtain the most economical operation. While the driver

should maintain schedules, it should be done with consideration of the fact that over speeding the engine in low gears, attempting to pull grades without downshifting or erratic acceleration and braking results in damage to the truck and unduly increases the costs of operation.

23.30

Accidents

All accidents in which Brink's motor vehicles are involved, no matter how minor, must be reported to the office immediately. All crew members must cooperate fully in the investigation of an accident.

If a Brink's truck is disabled and there are shipments aboard, members of the crew who are not incapacitated shall take whatever precautions the circumstances permit to safeguard the shipments. Some members of the crew should remain in the truck and guard the property. Thieves have, on several occasions, deliberately caused accidents. In the resulting confusion, crews have been caught off guard and have opened the truck doors, allowing easy access to the truck and property. Crew members should always consider this possibility.

In the case of a collision of a Brink's truck with another vehicle, the names of the driver and owner of the other vehicle, the license number of the other vehicle, the name of the insurer of the other vehicle and the witnesses' names should be written down in the accident report kit in the truck, while the circumstances are fresh in mind.

The written account should cover all facts such as time, exact location, weather conditions, speed, color of traffic lights, etc. In the time required to get the necessary information, at least one member of the crew should remain in the front compartment of the truck with the doors locked and bolted to guard the property unless the truck is too severely damaged, in which case, the crew member should guard the property as effectively as possible.

A driver should never leave the scene of an accident without identifying himself or herself properly, furnishing the other party with required information and obtaining permission to leave from a police officer, if one is present.

After making sure that the vehicle is secure, the driver should render all reasonable assistance to injured persons and summon medical aid if it appears to be necessary. Movement of injured persons by the driver should not be undertaken if likely to cause further injury. Notify the office of accident giving location and if assistance is needed.

23.31

Security

The driver must have bolts thrown on the doors in the front compartment at all times when the truck is stopped and the driver's compartment is occupied.

The driver should see that all gun-ports and doors are kept closed in the vehicle in the driver's compartment. The driver must not leave the truck unoccupied when empty of money and valuables unless given written permission by management. If permission is granted and the truck is left unattended and empty

of money and valuables, the driver must remove the key from the ignition, close and lock all doors and, if it is parked on a grade or hill, the front wheels should be properly curbed, the parking brake securely set and the gear shift in the proper gear.

The driver should park the vehicle as close to the customer's location as possible and remain dead bolted in the front compartment acting as a guard during the operation.

The driver should not open the armoured truck door for anyone unless positively identified as a member of the armoured truck crew or Brink's management.

The driver or any other member of the crew should never do anything, such as reading a newspaper or listening to a personal radio that will distract from guard duties.

Reading matter or personal radios are not to be carried on your person or in the armoured vehicle.

The act of guarding is a duty of all crew members and the driver needs to be alert for hazards that may endanger the safety of fellow employees and customers' shipments.

23.32

Guard

Job Description

A guard is a person assigned to a crew or the Employer premises for the specific purpose of protecting Employer personnel, the shipments and property for which the Employer is responsible.

Actually, all employees of the Employer, either on the crews or premises, are involved in the act of guarding.

A Rover is a guard who is required to drive Employer vehicles to assist crews during street operations at various locations as required. A Rover shall be generally responsible for all of the following.

A Tower Guard is a guard whose primary responsibility, to be performed within a secured location in the Branch, is to act as the primary guard for the branch, control access in and out of the facility, and perform other duties as required.

23.33

Duties

The guard's first duty is to remain alert and prepared at all times, not only to protecting the crew or premises against attack, but also watching for the accidental mishandling of packages that might result in a loss. The guard assists in carrying items to or from service locations, when so directed by the messenger.

23.34 Supervision and Authority

Guards are under the final supervision and authority of the manager and the manager's assistants. While the guard is working on the armoured truck he or she is under the direct supervision and authority of the messenger designated as being in charge. The guard follows their instructions unless those instructions are directly contrary to the Employer's rules and regulations.

23.35 Street Operation

The guard generally accompanies a messenger to and from points of delivery or pickup. However, the guard may be instructed to remain at a certain post and not leave that post without permission except in case of emergency.

When a delivery is to be made, the guard should leave the truck first, closing the door behind him/her, and station himself or herself in a close strategic position, usually with back to wall, where the messenger can be observed leaving the truck.

Where a display of a gun is prohibited, it should be left in the holster, but where the authorities allow, a hand may be left on the gun butt.

After a shipment is picked up from a customer, the guard leaves the customer's location first and stations himself or herself in a strategic location so the messenger can be observed exiting the building. When unusual conditions exist, the messenger may direct the guard where to post. After the messenger is secured in the truck, the guard proceeds to the truck and enters it.

23.36 Entrance to Armoured Trucks

No person, other than the actual members of the crew, are permitted to enter any armoured truck. Other Brink's employees may enter the truck only if it is absolutely necessary and only in the presence of the messenger.

23.37 Brink's Premises

When assigned as a guard on the Employer premises, the guard should never permit anyone not personally recognizable to enter or pass regardless of their credentials, uniforms or alleged business. Known Brink's employees may be admitted to or move about the Employer premises. Persons other than Brink's employees are not permitted to pass a guard post, even if they are known to the guard, unless prior instructions have been given by someone in authority. Such persons are to be kept under surveillance even though authorized and accompanied by a Brink's employee in authority.

23.38 Casual Conversation

Guards should never become involved in casual conversation while engaged in their duties. They must give continuous attention to the personnel and the valuables they are protecting.

23.39 Separation

Crew members on the street should remain as widely separated as practical with a minimum of 10 to 15 feet unless prevented by physical conditions. Walking shoulder-to-shoulder is an invitation to disaster, even when there is no liability carried, and is forbidden.

23.40 Cash Logistics Employees Duties

The duties of all **cash logistics** employees shall generally be performed in, or in the vicinity of, the currency room.

23.41 Security

All cash logistics employees are responsible for maintaining the security of the **cash logistics** room and building. If an employee observes or is made aware of criminal activities, the employee shall promptly activate the police call device and other security alarms. All doors leading into the money room will be dead-bolted and the employee will take a strategic position in the area.

23.42 Entrance to Area

Cash logistics employees will allow only authorized personnel into the money room.

23.43 Receipting

Cash logistics employees will accept, move, check in, count and receipt for shipments of currency and other items assigned to the money room. Before releasing any shipment, employees will have proper authorization and obtain a proper receipt for the monies released.

23.44 Records

Employees will receive and arrange bags, trays, carts, wrapping material, boxes, hand trucks and other supplies, records and equipment used in connection with the operation of the money room.

23.45 Counting/Sorting

Employees will verify, count, sort, package, load and unload currency and coin. They will perform the required cleaning, adjusting and repair of the currency machines.

23.46 Other Duties

Employees will aid the supervisor in performance of duties incidental to the proper and orderly operation of the money room as may be assigned by management.

23.47 Firearms

All **designated** cash logistics employees must be trained in and periodically qualify in the use of and firing of firearms. These weapons will be located so that all authorized employees will have access to them.

23.48 Vault Employees Duties – Assistant Cashiers

Job Description

- (a) The duties of all vault employees shall generally be performed in or in the vicinity of the vault.
- (b) The assistant cashier assists the cashier in all activities and responsibilities, including but not limited to exercising independent discretion to direct and assign work; create scheduling of employees and runs; adjust any problems that are brought to his or her attention by employees; review and report employee timeliness and run efficiency.
- (c) The assistant cashier is also responsible for all duties of the cashier in his or her absence and when assigned to separate work schedules ultimately responsible for all such cashier duties; reports directly to the cashier and/or assistant branch manager and branch manager, where applicable dependent on local conditions.

23.49 Security

All vault employees are responsible for maintaining the security of the vault and building. If an employee observes or is made aware of criminal activities, the employee shall promptly activate the police call device and other available security alarms and arm him/herself with the available weapons. All doors leading into these areas will be deadbolted and the employee will take a strategic position in the area.

23.50 Entrance to Area

Vault employees will allow only authorized personnel into the vault.

23.51 Receipting

Vault employees will accept, move, check in, count and receipt for shipments of coin and other items assigned to the vault. Before releasing any shipment, employees will have proper authorization and obtain a proper receipt for the monies released.

23.52 Records

Employees will prepare and maintain daily work sheets and records required in connection with the immediate coin rolling and counting operations.

23.53 Equipment

Employees will receive and arrange trays, skids, wrapping material, boxes, hand trucks and other supplies, records and equipment used in connection with the operation.

23.54 Wrapping/Counting

Employees will wrap, count, sort, package, load and unload and perform other cleaning, adjusting and repair of the coin machines required.

23.55 Other Duties

Employees will aid the supervisor in performance of duties incidental to the proper and orderly operation of the vault as may be assigned by management.

23.56 Firearms

All vault employees must be trained in and periodically qualify in the use of and firing of firearms. These weapons will be located so that all vault employees will have access to them.

23.57 Crew Chief

Supervision and Authority

The crew chief is under the supervision of the manager, assistant manager or operation supervisor, and at times, may receive instructions from the assistant cashier. Crew chief shall exercise immediate supervision over his/her crew while on the run and see that the crew perform their respective duties in a proper manner with particular reference to security and productivity.

Crew Chief will always operate from the rear compartment of a bulkhead vehicle and will not permit anyone other than the driver to ride in the front compartment of the vehicle when operating with a crew of three unless given written permission by management.

The Crew Chief will be required to carry combinations, access ATM & Night Deposit Units and maintain dual custody while servicing. In addition to regular ATM duties, the Crew Chief may be required to train junior technicians, drivers and new hires.

The Crew Chief will be required to perform all the functions and duties of the remaining ATM Classifications.

23.58 Custody

The primary duty of the crew chief is signing receipts for shipments received and for the safekeeping and security of all shipments taken into his custody. It will also be his/her responsibility to provide the office with the necessary log sheets which supports all transactions performed during the shift.

23.59

Receipts

The crew chief shall request where possible to spell out the number of sealed packages on the receipt (i.e. one, two, etc., not 1,2, etc.) to protect him/herself against the possibility of alterations. In addition, he/she is required to spell out the number of items after their signatures. Each receipt should show the dollar value of the package and the number of items contained in a sealed bag, sealed package or sealed envelope.

It is also the responsibility of the position to ensure that supporting documentation is provided back at the office to indicate and confirm that cash loads have been made and/or deposit pickup and delivery has been completed.

23.60

Care of Shipments

Shipments shall be carried to and from the ATM vehicle in containers furnished for that purpose, i.e., cassettes and/or sealed bags. No money, deposit or other shipment shall be carried in pockets or elsewhere on your person.

23.61

Deliveries to Consignees

In delivering a shipment, you must obtain the consignee's signature on the delivery sheet. The consignee must indicate the number of items in the same manner as required of Brink's crew chief (i.e., one, two, etc., not 1, 2, etc.). The use of a stamp for the name of the consignee is permissible if accompanied by the signature of the person who receives the shipment.

Due caution must be exercised to avoid making a delivery to a person not authorized to receive it. In some instances, deliveries can be made only to a certain individual. Our employees are notified of these cases and must make deliveries to no other person. In the absence of such specific instructions, make certain that deliveries are made only to a proper person, such as a cashier, paymaster, teller or other person who is a regular and authorized employee at the location. Identification is required in case of doubt.

In the event you are unable to obtain a receipt, i.e., deposit pickup and delivery to a night depository, ATM cashload or top up, it will be the responsibility of the crew chief to obtain a signature from his crew member to witness that the transaction was made and these records will be turned in to the office at the end of the shift.

23.62

Deliveries to Brink's Vault

Deliveries to Brink's vaults are shipments picked up for holdover until later in the day or overnight. All such shipments are to be recorded on the appropriate sheets. The sheets with the shipments listed thereon should be turned over to the vault cashier who gives the crew chief a receipt for the sheets and shipments on the appropriate form.

23.63 **Losses**

The main causes of lost shipments are:

1. Careless handling between the customer location and the armoured truck. Packages dropped or laid on the step of the truck or a counter in the customer's location cause most of these losses.
2. Failure to properly count the items. Sometimes it is necessary to count the items several times. Any count that varies from the customer's or messenger's record must be rechecked immediately.
3. Substitution. It is important that similar packages be carefully checked or the wrong one may be delivered.
4. Receipts. No valuable package should be transferred without a receipt, even between Brink's employees.
5. Failure to use carry bags for handling of multiple or small shipments.
6. Failure to properly verify that a shipment is securely sealed and properly addressed.

Loss or misdelivery of customer shipments due to negligence or failure to abide by Employer regulations may result in disciplinary action.

23.64 **Notifying Office - Cooperation**

In the event of a loss of any description, notify management immediately before taking any other action.

Employees shall cooperate fully in any Employer or Employer approved investigation of losses, subject to applicable law, and shall be obligated to fully disclose all information they have concerning the loss. The failure or refusal to do so may result in disciplinary action.

23.65 **ATM Technician**

Supervision and Authority

The ATM Technician is under the final supervision and authority of the manager, assistant manager, operation supervisor and assistant cashier. While working on the ATM technician is under the direct supervision of crew chief who is designated as being in charge.

This position serves as witness to all recorded transactions made by the crew chief where required, and will also carry secondary combinations to access ATM units for servicing. It is also understood that he will also serve as a guard to protect his crew members and shipments being handled by ATM personnel.

ATM Technician's duties shall consist of, among other duties, carrying combinations, accessing ATM night deposit units, maintaining dual custody while performing service work and duties on 3 person crews. The ATM Technician reports to the Senior ATM Technician (Crew Chief) where applicable.

23.66 Street Operation

The ATM technician will accompany the crew chief to and from points of delivery or pick up. When servicing a location, the ATM technician shall leave the vehicle first, close the door, inspect the premises and position him/herself, in a close strategic location to observe the crew chief leaving the vehicle.

After servicing a customer's location, the ATM technician will leave the location first and station him/herself again, in a strategic location to observe the crew chief following him out of the building. The ATM technician will enter the vehicle first and close the door. The ATM technician will remain posted until the crew chief is safely inside the vehicle.

ARTICLE 24: BARGAINING UNIT WORK

24.01 Employees not covered by this Agreement shall not perform work regularly performed by members of the bargaining unit. The amount of bargaining unit work performed by non-bargaining unit personnel will be dependent on local operating and business conditions and will be restricted to the following:

- (a) for the purpose of instruction and training; or
- (b) for emergency situations requiring immediate action;
- (c) when bargaining unit employees are not immediately available to work.

The Application of this Article will not be utilized to reduce bargaining unit work with the effect of employee demotions and/or layoffs.

24.02 Contracting In/Out

Work normally performed by bargaining unit employees will not be performed by outside contractors, if the Company has the manpower, skills, equipment and facilities to do such work and the work can be done in a timely and cost effective manner.

All conditions of employment relating to wages, hours of work, overtime pay, vacations, holidays and all other general conditions of employment are specifically set forth and embodied herein and in the addenda attached hereto and no separate oral or written Agreement shall be entered into with any individual member of the Union that are inconsistent with this Agreement.

Wages, hours of work and working conditions as covered by the addenda attached hereto shall be considered part of this Agreement as though incorporated herein and in the event they are in conflict with conditions of this Agreement, they shall prevail.

ARTICLE 25: PENSIONS

25.01 Full-time employees and those part-time employees who qualify under statutory regulations shall be covered under the Unionized Employees Pension Plan of Brink's Canada Limited, as described in separate document.

25.02 The Employer will issue Pension statements as soon as proper calculations have been completed.

25.03 Normal Retirement Benefits

The annual pension benefit payable to you from the Plan at your Normal Retirement Date will be calculated as follows:

- (a)** \$66 multiplied by your years of Credited Service (to a maximum of 25 years); plus
- (b)** 1.65% of your annual plan compensation in excess of \$7800.00 multiplied by your years of Credited Service (to a maximum of 25 years).

For the purposes of the above calculation, annual plan compensation will be based on the three consecutive calendar years during which your compensation (as defined in the Plan) from the Company is the highest.

If you are a part-time employee, your post 1991 compensation and Credited Service used for the calculation in paragraph (b) above, will be adjusted annually to reflect your part-time status. These adjustments are required by regulations under the Income Tax Act to minimize unwarranted benefit increases which could otherwise result from changes to and from full-time and part-time employment.

Please note that your benefit calculated in accordance with the formula set out above may be subject to reduction to comply with the maximum pension rules set out in the Plan.

ARTICLE 26: DURATION OF AGREEMENT

26.01 This agreement shall be binding and remain in effect from **June 23, 2011 up to and including June 22, 2014** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of the agreement in any year that it desires its

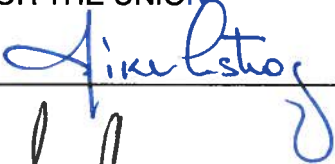
termination or amendment as hereinafter provided. The notice in writing shall contain particulars respecting the renewal or revision of the agreement and shall be delivered to the other party by registered mail.

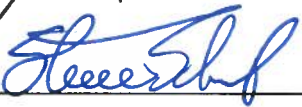
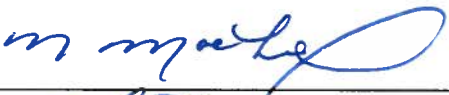
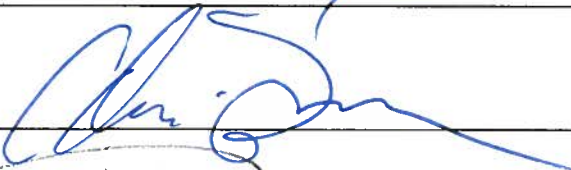
If pursuant to the negotiations which commenced upon such notification, an agreement is not reached on the renewal or amendment of this agreement, or the making of a new agreement prior to the current expiry date, this agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed under the Canada Labour Code have been completed, whichever date should first occur.

In the course of negotiation for a new agreement, the determination of acceptance or rejection of a proposed agreement and appendices shall be based on the total votes cast by eligible employees covered by the agreement.

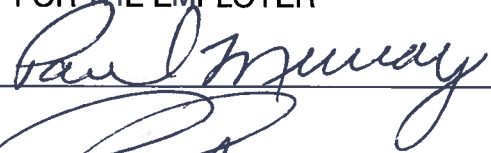
In witness whereof each of the parties has caused this agreement to be signed by their duly authorized officials or representatives as of this 15th day of December, 2011.

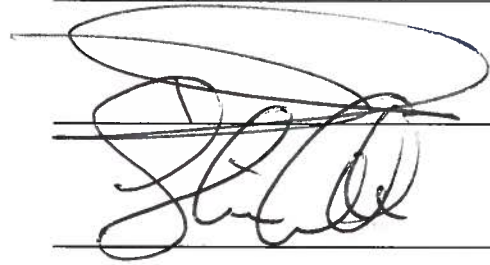
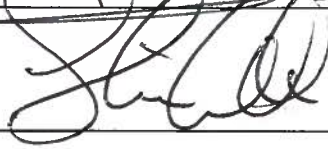
FOR THE UNION




FOR THE EMPLOYER



ARTICLE 27: LETTERS OF UNDERSTANDING

- 27.01** Attached hereto and forming part of this Collective Agreement are all Letters of Understandings, Appendixes, Schedule "A" Wages, and these shall be the subject of the grievance and arbitration procedure.

APPENDIX "A" : WAGES

Branch Name	Description	Full/Part	Current Hourly Rates	Jun 2011 To Jun 2012 Rates Year 1	Jun 2012 to Jun 2013 Rates Year 2	Jun 2013 to Jun 2014 Rates Year 3
Ottawa Arm	Turret Guard	Full Time	14.47	14.97	15.47	15.97
Ottawa Arm	Air Courier	Full Time	16.01	16.51	17.01	17.51
Ottawa Arm	Messenger	Full Time	21.80	22.30	22.80	23.30
Ottawa Arm	Driver	Full Time	19.29	19.79	20.29	20.79
Ottawa Arm	Driver (Red Circle)	Full Time	20.15	20.65	21.15	21.65
Ottawa Arm	Guard	Full Time	16.59	17.09	17.59	18.09
Ottawa Arm	Rover	Full Time	16.59	17.09	17.59	18.09
Ottawa Arm	Red Circled Guards	Full Time	18.82	19.32	19.82	20.32
Ottawa Arm	Full Time Janitor	Full Time	14.14	14.64	15.14	15.64
Ottawa ATM	Cash Logistics Lead Hand	Full Time	16.01	16.51	17.01	17.51
Ottawa ATM	Driver	Full Time	19.29	19.79	20.29	20.79
Ottawa ATM	ATM Technician	Full Time	20.09	20.59	21.09	21.59
Ottawa ATM	Crew Chief	Full Time	21.80	22.30	22.80	23.30
Ottawa ATM	Asst Cashier	Full Time	21.66	22.16	22.66	23.16
Ottawa ATM	Cash Logistics Clerk	Full Time	14.42	14.92	15.42	15.92
Cornwall	Messenger	Full Time	20.58	21.36	22.24	23.30
Cornwall	Driver	Full Time	19.24	19.79	20.29	20.79
Cornwall	Crew Chief	Full Time	17.51	18.01	18.51	19.01
Cornwall	Guard	Full Time	16.59	17.09	17.59	18.09
Cornwall	ATM Technician	Full Time	16.37	16.87	17.37	17.87

Cornwall	Rover	Full Time	16.01	16.51	17.01	17.51
Ottawa ATM	Coin Roller	Full Time	13.87	14.37	14.87	15.37
Ottawa Arm	Part Time Turret Guard	Part Time	14.07	14.57	15.07	15.57
Ottawa Arm	PT Messenger	Part Time	17.49	17.99	18.49	18.99
Ottawa Arm	PT Driver	Part Time	15.90	16.40	16.90	17.40
Ottawa Arm	PT Rover	Part Time	15.65	16.15	16.65	17.15
Ottawa Arm	PT Guard	Part Time	15.65	16.15	16.65	17.15
Ottawa Arm	Part Time Vault Cashier	Part Time	16.67	17.17	17.67	18.17
Ottawa ATM	Part Time Turret Guard	Part Time	14.07	14.57	15.07	15.57
Ottawa ATM	PT Driver	Part Time	15.90	16.40	16.90	17.40
Ottawa ATM	PT ATM Technician	Part Time	16.08	16.58	17.08	17.58
Ottawa ATM	PT Crew Chief	Part Time	17.49	17.99	18.49	18.99
Ottawa ATM	PT Cash Logistics Clerk	Part Time	12.14	12.64	13.14	13.64
Ottawa ATM	PT Coin Roller	Part Time	12.14	12.64	13.14	13.64

LETTER OF UNDERSTANDING NO. 1: RED CIRCLE DRIVERS

September 28th, 1999

Mr. Eduard Torre
National Representative
CAW — National Automobile, Aerospace,
Transportation and General Workers Union of Canada
2841 Riverside Drive
3rd Floor
Ottawa, Ontario
K1V 8X7

Dear Mr. Torre:

This will confirm our discussions regarding the Red Circled Drivers. It has been mutually agreed that the **two (2)** red circled drivers who will remain at the red circled rate will comprise of the following:

A. Desjardins, C. Labelle

All other drivers working in the driver classification will be compensated at the new driver wage rate. The red circled driver rate shall remain in the collective agreement only for the time that the designated **two (2)** employees remain employed at Brink's.

Yours truly,

Wayne Clarke
Manager, Employee Relations

Cc: Michael Perron Eric
Hanson
John Hannah

REVISED JULY 20, 2011.

"Ed Torre et al"

"Richard Moore et al"

LETTER OF UNDERSTANDING NO. 2

June 26, 2008

Re: J.P. Dubois, Part-time Seniority

The parties have agreed that, in regard to Mr. Dubois, Article 7.06(h) will not apply to his seniority date.

Mr. Dubois will be grandfathered and this letter will confirm those discussions and understanding.

15-Dec-11 h:\heldi files\mike\brinks\contracts\brinks ottawa-cornwall\brinks_ottawa_cornwall_july 20_11.doc
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