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Collective Agreement
between

**CAW-Canada Locals 27, 103, 112, 195, 229, 504,
598, 599, 1120, 1524, 4266**
(hereinafter referred to as the 'Union')

and



Brink's Canada Limited

(hereinafter referred to as the 'Employer')

Effective from: August 27, 2010 to August 26, 2013

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COLLECTIVE AGREEMENT

between

BRINKS CANADA LIMITED

(Hereinafter referred to as the "Company")

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL «LOCAL_NO»

(Hereinafter referred to as the "Union")

PREAMBLE

This Agreement made and entered this **August 28, 2010** by and between BRINK'S CANADA LIMITED, party of the first part (hereinafter referred to as the EMPLOYER), AND NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCALS 27, 103, 112, 195, 229, 504, 598, 599, 1120, 1524, **4266** parties of the second part (hereinafter collectively referred to as the UNION).

ARTICLE 1: PURPOSE

- 1.01 The Union and the Employer agree that the general purpose of this Agreement is to: promote cooperation and harmony; recognize mutual interests; promote a channel through which information and problems may be transmitted from one to the other; formulate rules to govern the relationship between the Employer and the Union; promote efficiency and service; prevent strikes, lockouts and other work stoppages; to set forth herein the basic Agreement and undertaking covering rates of pay, hours of work, grievance procedures, other working conditions and conditions of employment of the employees in the classifications listed in the addenda and wage scales attached hereto.

ARTICLE 2: RECOGNITION

- 2.01 The Employer hereby recognizes the Union as the exclusive bargaining agent for a bargaining unit comprised of employees of Brink's Canada Limited as described by the Canada Labour Relations Board in its certificate dated **October 22, 2009 (Order No: 9737-U, File No 27670-C)** and subject to any further decisions of the Board and any further amendment of that certificate.

The bargaining unit existing as of the date of the Agreement is as follows:

All employees of Brink's Canada Limited working at or out of any Branches of the Employer in Ontario excluding supervisors, assistant supervisors and those above that rank, office and sales staff, air courier employees, **coin processors, ATL operators, money room clerks, and employees subject to any other certification order issued by the Canada Industrial Relations Board.**

- 2.02 (a) The Employer recognizes the Union as the sole bargaining agent for all employees who during the term of this Agreement work in any of the classifications listed in the Addenda and wage scales attached hereto.
- (b) **The Employer recognizes and agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms or provisions of this Agreement.**
- 2.03 The Employer agrees that, where it shall establish a new classification under which the work to be performed has been traditionally performed exclusively by bargaining unit members, it will negotiate, with the Union, wage rates to be paid employees in such classifications. If the parties cannot agree either party may submit the issue in dispute to arbitration hereinafter provided.
- 2.04 When either the masculine or feminine gender is used in this Agreement, it shall refer equally to either or both genders, singular or plural.
- 2.05 The employer agrees if any branches are opened during the term of this agreement, the parties will negotiate the classifications and rates of pay for the branch. If the parties fail to agree on any terms or conditions, either party may file for arbitration to resolve the issue.
- 2.06 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 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 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.
- 2.07 **No Discrimination**
- 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 3: MANAGEMENT RIGHTS

- 3.01 The conduct, control and direction of the business and work force including the right to plan direct and control operations; to use improved methods or equipment; to hire, suspend, promote, demote, discharge or discipline for just cause; is and will remain vested solely in the EMPLOYER, subject to the provisions of this Agreement.
- 3.02 The Employer reserves the right to assign and schedule employees to days of work, days off and various run assignments as in its judgment best suit the needs of its business, but will give consideration to the request of senior employees for preferential days off.
- 3.03 Normally 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 lay-offs.
- 3.04 The Employer agrees to provide to 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 this Collective Agreement.**

ARTICLE 4: UNION MEMBERSHIP

- 4.01 All employees now employed by the Employer and all employees hereinafter employed by the Employer in the classifications listed in the addenda attached hereto shall become members of the Union within thirty (30) calendar days and all such employees shall maintain their membership in good standing.
- Notwithstanding the foregoing, the Employer may utilize office help for peak work, unanticipated emergencies or contingencies, and to meet the work requirements of the Employer over and above the hours of work guaranteed to full-time employees.
- 4.02 Dues Deductions**
- 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 Financial Secretary 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 during their vacation period or prior to the start of their vacation if requested by the employee in writing 30 days prior to their vacation. Employees shall be provided with an annual statement of Union dues deducted showing the dues deducted in the previous calendar year.

- 4.03 (a) The employer shall recognize Committees in every Branch who shall represent employees for the purpose of handling grievances, negotiations (Master Bargaining Committee), Health and Safety and all matters arising over the administration of this Collective Agreement.
- (b) The Committee shall also have the National Representative and Local Representative or Designate and Unit Chairperson during negotiations. The Union shall elect or appoint the Committee.
- (c) The Union will notify the Employer in writing the names of said committee members.

4.04 Union Representation

Every Branch covered by this Agreement shall recognize a Unit Chairperson who shall be elected by the membership. 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 Committee and any changes thereto before recognition will be given to the members of the committee.

- 4.05 The Unit Chairperson or his designate 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 or his designates regular working hours shall be considered working hours in computing overtime if within the regular schedule of the Unit Chairperson. The Unit Chairperson or his designates activities shall not interfere with the Employer's business.

4.06 The Employer agrees to **provide to the Unit Chairperson or his designate any data or materials from the Krono's payroll system upon request, to determine the hours worked by various employees covered by the agreement, within a reasonable time frame.** This data and material **shall not be removed from the branch office.**

4.07 **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 such payments.**

4.08 Probationary Period

All new employees shall be hired on a ninety (90) day probationary basis during which time their employment may be terminated by the EMPLOYER without further recourse by the UNION.

ARTICLE 5: SENIORITY

5.01 (a) Seniority for full-time employees shall be determined by Branch and Division where applicable by the date on which such employees become full-time employees.

(b) Seniority shall be applicable by Branch and Division for full-time employees for the following purposes:

- the selection of vacations
- lay-offs
- overtime opportunities as outlined in Article 9, Hours of Work and Article 11, Overtime
- scheduling of hours and days of work

(c) A Branch and Divisional full-time seniority list and a separate Branch part-time seniority list shall be placed on the Employer's bulletin board and forwarded to each respective Local Union every 6 months.

5.02 (a) In the event a full-time vacancy occurs within a Branch or Division, within the classifications covered hereunder, such vacancies shall be filled in accord with seniority, provided the employee considered for the vacancy must possess the ability and qualifications necessary for the full-time vacancy. The Employer shall determine the ability and qualifications of employees considered for the full-time vacancy, provided such determination shall not be unreasonable and shall be subject to the grievance procedure. Any employee who has been selected to fill a full-time vacancy and within a sixty (60) day trial period but no earlier than thirty (30) days does not meet the Employer's requirements for the full-time vacancy, he/she shall be restored to their former position and shall retain their seniority.

The Company will include required qualifications in all job postings. The Company will provide necessary training required for positions within the bargaining unit with the exception of upgrading driver's licenses.

- (b) A notice of full-time vacancies occurring in a classification hereby covered shall be placed on the Employer's bulletin board on the Employer's premises at least five (5) working days prior to filling of such vacancy. The Employer will post the name of the successful applicant on the company bulletin board for five (5) days after the posting is taken down.
 - (c) When a full-time vacancy exists, the Employer will fill the vacancy as soon as practicable but no later than thirty (30) working days after the vacancy has been posted. Should the successful applicant not be placed in their new position they will receive the new rate of pay after the thirty (30) working days has expired. **The resulting vacancy, if any, will be posted.** If, for any reason, a full-time employee is going to be absent for thirty (30) calendar days or more, his position will be posted as a temporary full-time vacancy without benefits, provided the employee notifies the employer he shall be off for thirty (30) calendar days.
 - (d) Where the filling of a vacancy results in a crossover from one Division to another of a full-time employee such transfer will be completed within forty-five (45) calendar days.
 - (e) Any employee who has been awarded a full-time vacancy will not be able to apply for another full-time vacancy at a lesser rate of pay for a period of no less than six (6) months.
- 5.03 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 makes the request to do so, shall be restored to their former position and shall retain their seniority therein. The foregoing shall be applied only once to any individual employee during the term of this Agreement.
- 5.04 Divisional seniority shall prevail with respect to layoff and reemployment after layoff irrespective of classification, provided employees possess the ability and qualifications to perform all of the functions required. In the event of layoff, stewards, in order of their seniority, shall be the last to be laid off provided they possess the ability and qualifications to perform all of the functions required and the chief steward shall be laid off last as among all other stewards at each Branch.
- 5.05 (a) 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 by employees for emergency, and special work, holiday work, peak period work, contingencies; then another employee will be added to the list of full-time employees.

- (b) The parties agree that while part-time employees may be assigned to work in any classification in any Operating Division, additional full-time jobs will only be created and part-time employees promoted to full-time status, where forty (40) hours are regularly available in a single Operating Division e.g. ATM Division, Armoured Division.
- (c) The employer agrees, that prior to any layoff and proceeding to Article 5.06, the company in consultation with the union will maintain full time positions, including benefits and wages, **at** 40 hours per week, through utilizing available part-time hours by enacting the following:
- Varied shift hours including split shifts with no more than four (4) hours of break in between.
 - Modified work weeks to include up to 6 day per week schedules.
 - Regardless of division
 - Inclusive of vacation relief
 - Exclusive of "on call" work
- 5.06 (a) In the event the work requirements of the Employer shall be reduced to the point that the guaranteed number of regularly scheduled hours of work per week shall not be regularly available to all of the full-time employees, the junior full-time employee shall be laid off or reduced to part-time status, at the employee's option.
- (b) Lay-offs or demotions to lower classifications within the bargaining unit due to reduced work requirements of the Employer shall be made in reverse order of seniority provided the employee has the ability and qualifications necessary for the available position. The Employer agrees that in the event of a layoff, the following procedure shall apply:
- (i) all lay-offs in the Division or Branch where applicable shall be in reverse order of seniority;
 - (ii) the affected junior employee shall be given the opportunity of displacing an employee with less seniority in another classification, provided the senior employee has the ability and qualifications to perform the job (within the Division first);
 - (iii) where there is no classification in which the junior employee has the ability or qualification to perform the job within the Division, he shall bump a junior employee outside his Division, providing he has the ability and qualification to perform the job;
 - (iv) **where Clause (ii) and (iii) do not provide the junior employee with a permanent position, he/she may bump, at his/her own expense, the most junior full-time employee elsewhere within the jurisdiction of his/her Union Local. Where a vacancy exists for which the employee is qualified in a Branch represented by the Union Local it shall be deemed to be the most junior full-time employee for the purposes of bumping.**
- (c) Full time employees who select reduction to the status of part time employees, 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 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 ten (10) shifts per month or eighty (80) hours, should those shifts/work be available. Upon demotion, the employee shall be paid the full-time hourly rate of pay only for the classification he/she performs, for six (6) calendar months. At the conclusion of the six (6) calendar months, the employee shall move to the applicable part-time hourly rate as per Article 21.07. Employees who do not take advantage of an opportunity to apply for a full time vacancy shall be placed on the part time seniority list in accordance with their date of hire seniority.

- 5.07 (a) In the event of the reassignment of work, from one Branch to another, those full-time employees originally displaced, will have a one-time first right of refusal for any resulting full-time vacancies at the new servicing Branch or to displace an employee with less seniority in the same classification at the new servicing Branch.

The full-time employees originally displaced shall be given the opportunity of displacing an employee with less seniority in another classification, provided the senior employee has the ability and qualifications to perform the job (within the Division first).

Where there is no classification in which the full-time employee originally displaced has the ability or qualifications to perform the job within the Division, he/she shall be given the opportunity of displacing a junior employee outside his/her Division at the new servicing Branch, providing he/she has the ability and qualifications to perform the job.

The junior full-time employee who is displaced at the new servicing branch shall be entitled to the provisions of Article 5.06 only.

The above will be subject to the following conditions:

- (i) The wage scale of the new servicing Branch will apply.
 - (ii) All relocation costs will be the responsibility of the employee.
 - (iii) Previous Branch and Division seniority will apply immediately at the new servicing Branch.
 - (iv) The Employer will post openings of the vacancies required at the new servicing Branch on the Employer's bulletin board at the affected Branch.
- (b) If a full-time employee has been displaced due to the reassignment of full-time work from one Branch to a new servicing Branch, and no work was available at the new servicing Branch, or the affected employee cannot displace another employee as per Article **5.06**, the employee shall have first right of refusal for full-time vacancies at the new servicing Branch for

a period of eighteen (18) months provided the employee is qualified and able to perform the work at the new Branch. The reassignment will be subject to the conditions outlined in Article **5.06**. The Employer agrees to notify the employee of the vacancy at the last known address of the employee. The employee will provide the Employer with their decision within 48 hours of notification.

- 5.08 (a) Part-time seniority shall be determined by Branch, ATM/Armoured, and Vault. The scheduling of part-time hours and promotion to full-time from part-time will be dependent on the qualifications and ability of the part-time employee to perform the work. Part-time employees will be scheduled from a part-time availability sign-up list. With respect to scheduling part-time employees, the Employer will schedule by seniority and availability up to twenty-four **(24) hours** or **3** shifts (whichever holds the greatest earning power) for each employee until the list is exhausted. The remaining hours will be scheduled by seniority to a maximum of **eight (8)** additional hours. This cycle will continue until all available hours are exhausted. **Part time hours scheduling will be reviewed at branch level in April and October and a determination will be made as to any alteration of the first pick at that time. Any changes to the allocation of hours will be by mutual agreement and put in writing. This process will be formally assessed at branch level within 30 days of ratification of this agreement.**

Vacation relief will be assigned to part time employees by seniority to those available to work the entire block providing no full-time employee wants the vacation relief block. Any resulting temporary vacancy shall be filled at the Employer's discretion.

- (b) Part time employees **must** make themselves available a minimum of **ten (10) days** per month, **start time may be "anytime", "a.m." or "p.m."** which shall include at least two **full weekends** (weekend **days** being Saturday **and** Sunday). Part-time employees shall indicate their availability **on the sign up** list in accordance with the clause above. Management will schedule part-time employees according to their agreed availability in accordance with seniority as per clause (a) above. A part-time employee must sign up for **days** that **are** included on the regular schedule. **Management will schedule part-time employees according to their agreed availability in accordance with seniority as per clause (a) above.**
- (c) **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.**

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

1. they are discharged, **and not reinstated through the grievance and arbitration procedure.**
2. they quit **or retire,**

3. they fail to report to work after a layoff, within three (3) **working** days after being notified by registered mail,
4. they fail to report to work after at the expiration of a leave of absence except in case of a bona-fide emergency,
5. they are absent from work for three (3) **working** days without immediately notifying the Employer,
6. they are promoted and remain outside of the bargaining unit six (6) months or longer,
7. they have been on layoff for a period of **twenty-four (24)** months,
8. they fail to maintain in effect his/her **Possession and Acquisition License** or permit to carry a restricted weapon,
9. they fail to be qualified as required by applicable legislation.

ARTICLE 6: SHOP STEWARDS

- 6.01 (a) Shop stewards shall be **selected** by the Union.
- (b) In a Branch where there is a **Unit Chairperson**, the **Unit Chairperson** shall be the Steward who presents the grievance at Step 2 and Step 3 of the Grievance Procedure.
- (c) The Employer agrees to recognize, as selected by the Union Stewards, one employee per steward, to act as Alternate Stewards to assist in the presentation of any grievances that may arise, in the event that the Steward is absent from work.
- 6.02 The stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during their regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing overtime if within the regular schedule of the stewards. The shop steward's activities shall not interfere with the Employer's business.
- 6.03 Time cards shall be made available to the stewards weekly, upon request, to determine the hours worked by various employees except with respect to Toronto which cards shall be made available by mutual Agreement. The business representative of the Union shall be admitted to the Employer's premises at a mutually agreeable time during regular working hours upon proper identification and shall be permitted to inspect the time cards, payrolls and the equipment used by employees in order to determine that the terms of the Agreement are being observed, provided they shall have no right or access to the security area. When the time cards become

redundant and a new electronic system is in place, the stewards, upon request, shall receive a computer printout of hours worked by employees.

6.04 Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a 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.

- (a) Any employee, who may be called into the office for disciplinary action or to receive a reprimand, shall have a steward present. The Employer reserves the right to suspend an employee immediately, when in its judgment circumstances warrant such action, but will delay final disposition until a steward is available. Such actions will be taken only in extreme or unusual circumstances.
- (b) Nothing herein shall restrict the Employer from calling an employee for investigation or questioning them on any phase of the Employer's operations.
- (c) For the purpose of investigation with respect to theft or loss, the following procedures shall apply;
 - (i) The Employer has the right to investigate.
 - (ii) The parties have a mutual obligation to uphold Brink's reasonable rules and policies and the terms of the Collective Agreement.
 - (iii) The parties have a mutual understanding that both parties lose in cases of theft and dishonesty.
 - (iv) Both parties recognize that the purpose of an investigation is to find facts and that results could either be exoneration or confirmation of suspicion.
 - (v) Employees have a right to Union representation where an investigator concludes that there are reasonable grounds to suspect a particular employee(s) and intends to conduct a more focused investigation as to the particular employee(s) to confirm those reasonable grounds.
 - (vi) The Union will advise the Employer of the names of the stewards and alternate stewards.
 - (vii) Union representation shall consist of either a Union steward, alternate steward, another bargaining unit employee of the suspect's choice, subject to reasonable availability, or any other bargaining unit employee.

- 6.05 (a) If a Unit Chairperson is not available (due to holidays, sickness, etc.) an alternate steward will be named to take the place of the Unit Chairperson

who is not available. The Union will notify the Employer in writing the names of any alternate Union representatives.

- (b) 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, or when the Employer becomes aware or ought to have been aware of the infraction, misconduct or poor performance giving rise to the discipline being imposed. Verbal warnings shall be confirmed in writing.
- (c) **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. Simple letters of warning, i.e. letters that have no disciplinary suspension associated with them, shall have no effect after one(1) year from date they are issued provided there is no further occurrence of similar circumstances.**
- (d) **The employer agrees that any disciplinary record shall be removed from the employee's file after eighteen (18) months from the date of issue provided there has been no recurrence of similar circumstances giving rise to any disciplinary action/notation during that period.**

6.06 All disciplinary letters, suspensions, shall be in writing and copied to the Unit Chairperson and employee.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 **Prior to a grievance being submitted, the employee or union representative must discuss the matter with their supervisor. If unresolved, a grievance will be submitted by the employee.** Any dispute between the parties over the **interpretation, application or administration** of any of the provisions of this Agreement shall be defined as a grievance. Any employee desiring to submit the grievance must submit a written statement of such grievance to the Employer within fifteen (15) calendar days after the act which prompted such grievance or the date of discovery thereof which shall be limited to 90 calendar days from the date of the act which prompted such grievance. Any grievance submitted after such date shall be null and void. The grievance shall thereafter be processed in accord with the following steps, time limits and conditions herein set forth; the Employer and the Union agree to meet no less than once a month to discuss outstanding grievances providing there are new grievances.

Step 1 - A meeting shall be held between the employee and his supervisor or his designate and a Union **representative** to discuss the grievance. The employee's supervisor or his/her designate shall give his written decision within ten (10) calendar days to the Union **representative**.

Step 2 - In the event the grievance is not settled in the manner set forth in Step 1, the Union **representative** shall forward the grievance to the

Manager or his/her designate within seven (7) calendar days following the answer at Step 1.

A discussion shall be scheduled between the Manager or his/her designate, the **Local Union Representative or designate and/or the National Representative as well as the Committeeperson**, to discuss the grievance with the intention of resolving the matter.

The Branch manager or their designate shall give written answer to the grievance within seven (7) calendar days after the close of discussion.

If the grievance is not settled, the Union may request it be submitted to arbitration in accordance with the procedures and conditions set forth in Article VIII of the Agreement. Such request for arbitration must be made within fifteen (15) calendar days after receipt of the Branch Manager's answer.

7.02 **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.**

7.03 In the event the Employer's representative fails to give a written answer within the time limits as herein above set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.

7.04 In the event the Employer claims that the Union has failed to abide by or fulfill any provision of this Agreement, it may present such claim to the Union in writing. If the parties are unable to settle such dispute, the Employer may appeal to arbitration in accord with Article 8.

7.05 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 written Agreement of the parties. If the grievor or the Union does not process a grievance within the time provided under Article 7 or 8, the grievance shall be deemed to have been withdrawn and is not arbitrable under Article 8 of the Agreement.

ARTICLE 8: ARBITRATION

8.01 Within fifteen (15) calendar days after a final decision has been received on any grievance properly processed under the Grievance Procedure outlined in Article VII, the matter may be referred to an Arbitration Board to consist of three (3) persons, one to be selected by the Employer, one by the Union and a third member (chairman) to be selected by these two. The decision of the Arbitration Board shall be final and binding upon the parties.

8.02 The Employer and the Union agree, a single Arbitrator may hear any arbitration matter. **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.

- 8.03 Each of the parties hereto will bear half the expenses of the **single Arbitrator**.
- 8.04 (a) The Arbitrators 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.
- (b) The Arbitrators shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- (c) The decision of the arbitrator is final and binding on the parties.
- 8.05 The parties agree that prior to a request for arbitration they may utilize services of Mediation under the Code, which shall be scheduled through the respective General Manager or his/her designate.
- 8.06 Where appropriate and at any time during the arbitration process, the parties may jointly request that an Arbitrator mediate the dispute between the parties. If such mediation efforts are unsuccessful, then the Arbitrator shall proceed with the outstanding arbitration, unless the parties jointly elect to appoint and proceed before a new Arbitrator.

ARTICLE 9: HOURS OF WORK

- 9.01 (a) Full-time employees shall be guaranteed forty (40) hours of work per week, or the equivalent thereof in pay, provided such guaranteed hours shall be scheduled and worked in five (5) regularly scheduled eight (8) hour assignments or regularly scheduled ten (10) hour assignments distributed over a four (4) day work week. Modified work schedules will be established by the Employer from time to time, within the scope of Section 170 of the Canada Labour Code. **Hybrid work weeks totalling forty (40) hours for 1 week or eighty hours (80) for 2 weeks, as discussed by the parties may also be established. For any such blocks of work created after ratification of this agreement, overtime will become payable after forty (40) hours per week or after eighty (80) hours for two weeks, for those employees on hybrid weeks.**
- (b) **Any shortages or errors in pay over seventy-five dollars (\$75.00) will be paid as soon as possible by the Branch.**
- 9.02 Part-time employees are those employees who are not regularly scheduled nor do they regularly work forty (40) hours of work or more per week. Part-time employees shall not be guaranteed a specific number of hours of work per week or the equivalent thereof in pay. Part-time employees may be assigned to work during peak periods; emergencies; unanticipated contingencies; to replace full-time employees absent or on

vacation; to fill out and complete the work schedule over and above those hours guaranteed to full-time employees and so regularly scheduled; and generally to work any hours that are in excess of those guaranteed full-time employees.

- 9.03 Employees shall receive a minimum of four (4) hours of work or the equivalent thereof in pay for each regular daily call to work.
- 9.04 A weekly schedule showing the days of work, days off, starting times, and run assignments for all employees shall be posted **by noon** on Thursday of the preceding week.
- 9.05 The Employer shall be privileged but not obligated to work full-time employees in excess of the number of hours guaranteed per week, or to work such employees on their scheduled day off.
- 9.06 At least one-half (1/2) hour shall be allowed for lunch. Such time shall not be considered as time worked and therefore not paid for.
- 9.07 No full-time employee shall be required to work a split shift with a break separation of more than two (2) hours except as required in Article 5.05 (c). It is understood that work on special work or a call back does not constitute a split shift. Split shifts will only be implemented to create a new full time position. Only new full time employees promoted or hired after the 2006 ratification will work split shifts. Split shifts in the vault will have a break separation of no more than four (4) hours.
- 9.08 Hours of work in excess of those guaranteed each week to a full-time employee **will be assigned by Division, by Branch 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.**
 3. **To part-time employees in order of seniority until interest is exhausted.**
 4. **Assigned by the employer in reverse order of seniority as required to meet the operating needs of the Company**
 5. **Should the part time availability and the full time overtime availability sheets for all Divisions be exhausted during a Statutory Holiday week, the Company has the right to schedule the overtime shift to employees based upon all of the following criteria in the following order:**
 - Reverse part time seniority**
 - Reverse full time seniority**
 - The position to be filled**
 - Qualifications necessary to perform the work**

ATM Hours of Work

- (a) Sunday, holiday and "on call" work shall be treated as part of the regular work schedule; employees shall be assigned to such work as provided below.

- (b) In the event it is necessary to call an employee to work on their scheduled day off, such an employee shall be called to work in order of overall seniority among employees scheduled off on that day provided such employees are qualified to perform the work available and have the appropriate high/low access capability.

Employees desiring such assignments shall be required to indicate 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.

- (c) (i) All employees shall be required to be available for work on an "on call" (standby) basis. If called to work while on-call, a part-time employee shall receive a guarantee of two (2) hours of work or the equivalent thereof in pay at the regular hourly rate. The hours worked when called into work while on-call shall be added to the accumulated hours of 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, thereby getting the two (2) hour guarantee set forth herein. On-call hours shall not be considered hours worked.

- (ii) A full-time ATM Employee who agrees to work an on-call shift on his scheduled day off will receive a guarantee of four (4) hours at one and one-half (1 1/2) 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 (1 1/2) times their regular hourly rate. Hours not worked will be paid at the on-call rate with the exception of the four (4) hour guarantee.

- (d) Whenever forty (40) hours of work shall be regularly available in a week, in the ATM operation, 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 or on vacation, an additional employee shall be added to the list of full-time ATM employees. To be eligible for scheduling of on-call duties, the employee must be able to attend at the branch within 30 minutes from the actual call/contact time

- (e) Whenever forty (40) hours of work in a week shall not be available to the junior regular full-time employee in the ATM operation on a regular basis, exclusive of emergency, and "on call" work, and work performed in relief of

employees absent or on vacation, the Employer reserves the right to reduce the junior full-time employee to part-time status or the employee may elect layoff instead.

- (f) Work performed in connection with being "on call" shall not be considered as working a split shift.
- (g)
 - (i) Full-time on-call positions may be established by management if required by business needs. Part-time employees will be eligible to apply based on seniority provided they are qualified and able to perform the duties.
 - (ii) On-call as described in Article 9.09 is defined as all time not considered work time for which the employee will be responsible to be in communication with the Employer. Working time is defined as that time engaged in duties on behalf of the Employer at the work site.
 - (iii) Full-time employees who are on-call will remain on call up to eighteen (18) hours per day and will be guaranteed forty (40) hours in four (4) days or less inclusive of on-call pay. The employees pay will be averaged every 13 weeks. Overtime will be paid after 520 hours in a 13 week period as per the Canada Labour Code, excluding work on a non-scheduled day of work which will be paid as per (c)(ii) above.
 - (iv) Dependent on the number of calls received by an employee in a previous week the Employer may schedule the employee for additional shifts if the employee actually worked less than 30 hours in the previous week. If the employee actually worked more than 30 hours in the previous week, they will receive time off where possible during the 13 week period.

ARTICLE 10: COMPANY PAID HOLIDAYS

10.01 Company paid holidays shall be as follows:

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	

Another day shall be added to the list provided such day is declared a legal **General** Holiday by the Federal Government.

An employee may elect to take a date other than their birthday as their birthday holiday, generally such date is limited to the week in which their

birthday occurs unless otherwise agreed to; and further, that such date is mutually acceptable to both the employee and the Employer and is approved at least one week prior to the employee's birthday. If an employee fails to take their birthday holiday as per the above, it shall be paid out at the equivalent straight time rates as outlined in Article 10.03(e).

10.02 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 eight (8) hours or ten (10) hours credit consistent with Section 9.01 for such holiday and such hours shall be considered as hours worked and shall be added in the accumulated hours of work for that week.

10.03 (a) In accordance with past practice, any work to be performed on a holiday described in Article 10.01 of the Collective Agreement will first be offered to **full-time employees who have signed the overtime availability list..** Should there be an insufficient number of qualified and/or available **full-time** employees, work on the holiday will be offered to **part-time** employees who have signed the **availability** overtime list in their Division in accordance with seniority. **When there is insufficient number of employees for the scheduled work on the Statutory Holiday, the Company has the right to use reverse seniority to fill the vacant openings on the schedule from the full-time divisional seniority list provided the employee has the qualifications necessary to perform the work. Should an employee refuse such an assignment, they will be subject to disciplinary action and the grievance procedure.**

(b) An employee who signs the appropriate list to work his or her designated paid holiday, but fails to report to work, shall not be paid for those scheduled hours. The employee shall be paid for the holiday in accordance with Article 10.02 of the Collective Agreement.

Where the Employee Does Work on the Holiday:

(c) 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.

(d) If an employee works a designated holiday, he or she shall not receive another day off in lieu of the holiday.

(e) 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.

(f) 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.

(g) 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.

10.04 If an eligible full-time employee shall work fifty percent (50%) or more hours in a higher classification during the week in which a holiday shall

occur, they shall be paid the holiday credit at the rate applicable to said higher classification.

10.05 Part-time employees shall be paid holidays herein provided in accordance with Part III of the Code.

10.06 Employees will observe the statutory holidays in the following manner:

- (a) Any shift commencing on or after 3:00 P.M. may observe the statutory holiday on the day preceding the statutory holiday and this day shall be deemed the statutory holiday. **The parties will mutually agree to designate the day observed as a statutory holiday and shall post such notice one month in advance of the holiday.**
- (b) All other shifts shall observe the statutory holiday on the actual holiday or in accordance with Article 10.03.

ARTICLE 11: OVERTIME

11.01 (a) For all **full-time** classifications, overtime at the rate of time and one-half (1.5) of the employee's basic hourly rate shall be paid for hours in excess of eight (8) hours per day **and/or** forty (40) hours per week.

Where a full-time employee is regularly scheduled ten (10) hour assignments, overtime shall be paid in excess of ten (10) hours per day **and/or** forty (40) hours per week.

Where a **part-time** employee is regularly scheduled **eight (8), ten (10) or thirteen (13) hour shifts**, overtime shall be paid in excess of **eight (8), ten (10) hours or thirteen (13) hours** per day.

- (b) 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 (1 1/2) times the regular hourly rate applicable to the classification in which the hours in excess of forty (40) were worked.

11.02 There shall be no pyramiding of premium rates.

11.03 Full-time employees must sign an overtime availability list to be eligible for overtime hours of work.

ARTICLE 12: WORK ON SCHEDULED DAY OFF

12.01 Management shall be privileged but not obligated to assign full-time employees to work on their scheduled day off.

12.02 Full-time employees required to work on their scheduled day off shall be assigned according to their seniority, provided they sign the appropriate

availability-to-work list and further provided they are qualified to perform the required work.

- 12.03 Any full-time employee required to work on their scheduled day off shall be paid at one and one-half (1 1/2) times the regular hourly wage rate applicable to the classification to which they are assigned for all hours worked. Such hours shall not be included in the accumulated weekly hours of work for that week.
- 12.04 (a) Any regular full-time employee who is required to work on a scheduled day off shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay at one and one-half (1 1/2) times the regular hourly wage rate applicable to the classification to which the employee is assigned on such work, provided the employee has worked the full scheduled work week. In the event the employee has not worked the full scheduled work week, work performed on the employee's scheduled day off shall be paid at the regular straight time hourly wage rate until the employee has worked the minimum of the normal regular eight (8) or ten (10) hours as per the five (5) or four (4) day schedule. Thereafter, payment shall be at one and one-half (1 1/2) times the regular wage rates.
- (b) The above notwithstanding where an employee works less than all their weekly scheduled hours, they shall not be paid at one and one-half (1 1/2) times the hourly wage rate for hours worked on their scheduled day off, however such hours shall be included in their accumulated weekly hours for that week.

ARTICLE 13: SPECIAL WORK AND CALL-BACKS

13.01 **Special Work**

- (a) Special work is defined as work that is not scheduled. It arises during the course of the shift and requires additional labour to cover it. Any full-time employee who shall be assigned to perform special work which is to commence after completion of their regular shift for the day, and the employee has not punched out for the day, shall be paid at one and one-half times the hourly wage rate applicable to the classification in which they are assigned for all hours worked on the special work. Special work shall be assigned on a rotational basis according to seniority provided employees shall be qualified and immediately available to perform the work.

(b) **Call Backs**

Any full-time employee who has **completed their regularly scheduled assignment, and** has left the Branch for the day and is **called back** to work outside his/her regularly scheduled hours, shall be paid a minimum of 3 hours pay at time and a half (1 1/2). The hours worked on **the call back** shall not be included in the accumulated hours of work for that week and shall not apply against the weekly guarantee of hours.

ARTICLE 14: VACATION LEAVE

- 14.01 The vacation period in each year shall extend from the first week in January up to and including December 15th. The period extending from April 1st to September 1st and the school spring recess shall be designated as prime time. A maximum of two (2) weeks vacation may be taken during the prime time period April 1st to September 1st.

The EMPLOYER shall post the vacation list on November 1st of each year. Commencing November 15th and ending December 1st, 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 for the weeks available at the time selection is made. Commencing December 2nd, and ending December 15th, 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 December 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.

- 14.02 Vacations and vacation pay for all part-time employees and for full-time employees whose employment shall be terminated with less than one (1) year of service shall be granted and paid at the rate of four percent (4%) of the employee's total earnings during the period of their employment.

- 14.03 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. 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. Full-time employees who have completed eleven (11) years or more of continuous service as full-time employees shall be granted four (4) weeks vacation with pay. Full-time employees who shall have completed eighteen (18) years or more of continuous service as full-time employees shall be granted five (5) weeks vacation with pay. 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. Vacation pay shall be **paid** to the employee **during their vacation period or prior to the start of their vacation if requested by the employee in writing 30 days prior to their vacation.** The annual earnings referred to above shall be the amount shown on the respective employee's T4 form.

- (a) **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 during the July – August period or from December 15th to December 31st. For scheduling purposes, these days must be declared at the time all annual vacations are selected**

and must be requested in writing no later than ten (10) days prior to when they are to be scheduled. If single days remain at year end, they will be paid out by December 15th.

- 14.04 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, depending on years of continuous service.
- 14.05 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 their 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 they were entitled to a full weekly benefit under the Worker's Compensation Act or the Group Insurance Plan described in Article 15. It is understood and agreed that no employee shall be entitled to such credit described above unless they shall have actually worked under this Agreement for a minimum period of thirteen (13) weeks during the year in which the absence occurred.
- 14.06 If a designated holiday occurs during any employee's paid vacation they shall be granted one (1) additional day's pay in lieu thereof computed on the basis of eight (8) hours or ten (10) hours as provided under Section 9.01 at straight time hourly rates or they shall be granted one (1) additional day off with pay provided the date of such day off shall be mutually agreed upon between the Employer and the employee.
- 14.07 Vacations and vacation pay for part-time employees shall be as required by Part III of the Canada Labour Code. However, effective January 1, 1997, employees who are involuntarily reduced to part-time status shall, upon resumption of a full-time status, be granted vacation time and pay in accordance with Article 14.03 as if they had never lost full-time status.
- 14.08 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 or a minimum of two (2) employees provided the operations of the Employer are not disrupted.
- 14.09 When a full-time employee is entitled to his next increase of vacation entitlement for example, when an employee has completed five (5) years of service prior to July of a calendar year, he shall receive six (6%) per

cent of his previous year's earnings and three (3) weeks of vacation entitlement. For 2006, if a full-time employee has completed five (5) years of service prior to July 1, he will receive six (6%) per cent of 2005 earnings based on his T4.

- 14.10 When a full or part-time employee has a combination of six (6) years of completed service, which includes both part-time and full-time service, he is entitled to six (6%) per cent of earnings based on his T-4 and three (3) weeks of vacation entitlement.

ARTICLE 15: GROUP INSURANCE

- 15.01 The Employer shall **pay the full cost** to a group **benefit** 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.**

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		\$50,000.00
Dependent Life Insurance		\$10,000 Spouse \$5,000 Per Child
Accidental Death and Dismemberment		\$50,000.00
Weekly Indemnity		An amount equal to 66$\frac{2}{3}$% of weekly earnings up to a maximum of \$500.00 in year one of the Agreement, to a maximum of \$525.00 in year 2 of the Agreement and to maximum of \$550.00 in year 3 of the Agreement Maximum of 26 weeks
Long Term Disability Plan		Plan pays 67% of basic monthly earnings to a maximum of \$1500. Benefits shall be paid for 3 years.

Major Medical Plan		Plan pays 100% of covered expenses as outlined in the benefit booklet.
Prescription Drug Card		100% Full-time employees shall be given a drug card within 30 days after the submission of the completed Benefit Application form. Dispensing fee - \$7.00 cap
Vision Care		\$350 every 24 months (\$350 every 12 months for children under 18) for eyeglass frames, lenses, bi-focals (prescribed), contact lenses and eye exams to a maximum of \$80.00. This amount can be used to offset the cost of laser eye surgery.
Hearing Aides		\$500 every five years per aid.
Paramedical Services		\$1500 combined per calendar year per family as listed.
Dental Plan		Plan pays 100% of covered dental expenses and major restorative pays 80%. Maximum benefit per person per calendar year of \$1500. Current Ontario Dental Union Fee Guide of G.P. with a one year lag.
Orthodontics		Plan pays 50% coverage for eligible dependents to a lifetime of \$1000 YR 1, \$1200 YR 2, \$1400 YR 3. Employees previously eligible for a \$2500 lifetime maximum will remain so entitled, for the term of this agreement.
Surviving Spouse and Dependents		Covered for a maximum period of 24 months after the death of the member.

- 15.02 The Employer shall continue for the term of this Agreement to pay monthly instalments to the Ontario Health Insurance Plan on behalf of full-time employees covered by this Agreement. 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.
- 15.03 The Employer shall retain twelve twelfths (12/12) of the EI premium reduction.
- 15.04 (a) **The maximum amount of benefits under this plan shall be 1 million dollars, lifetime, per member.**
- (b) **The Company shall pay for any medical documentation requested or required by the company.**
- (c) **All benefits shall cover same-sex partners.**
- (d) **Children shall be covered as dependents from the moment of birth.**
- (e) **Benefits shall continue upon layoff for six (6) months following the month of layoff.**
- (f) **The Employer shall not be entitled to any medical information of an employee, except where required by law or permitted by legislation.**
- 15.05 **Motor Vehicle Required Medical Examination (AZ only)**
- In addition to the Employer's required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of employment coming under the Motor Vehicle Classification Licenses, is required by any agency to take a medical examination to verify his/her right to drive such motor vehicles coming under the aforesaid, or to operate a vehicle equipped with air brakes, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.**
- 15.06 **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 5.**
- (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 or 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.**

Employee Assistance Program
Major Medical - Plan pays 100% of covered expenses
Major Medical - Home Nursing Care
Major Medical - Convalescent Hospital
Major Medical - Spinal braces
Major Medical - Wigs For Cancer Patients
Major Medical - Orthopedic Shoes
Major Medical – Orthotics
Major Medical - Custom Compression Hose
Major Medical - Obus Forme
Major Medical - Surgical Brassiers
Major Medical - External Breast Prostheses
Major Medical - In Province Ambulance
Major Medical - Drugs Used to Treat Erectile Dysfunction
Major Medical - Contact Lenses Following Cataract Surgery
Major Medical - Hearing Aid's
Major Medical - Out-of-Province and Out-of-Country coverage
Paramedical Services Chiropractor
Paramedical Services Massage Therapist
Paramedical Services Podiatrist
Paramedical Services Naturopath
Paramedical Services Osteopath

Paramedical Services Psychologist
Paramedical Services Physiotherapist
Paramedical Services Occupational therapist
Paramedical Services Speech Therapist

ARTICLE 16: PENSION

16.01 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.

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

16.03 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 17: SICK LEAVE

17.01 (a) Each January full-time employees will be credited with five (5) days sick leave for the year (maximum forth (40) hours). In the event that the employee leaves the business prior to October 31st, and the forty (40) hours has been used, a clawback will result for the respective

unearned hours, based on earning sick days at a rate of half (½) day per month.

- (b) All paid sick leave shall be considered as time worked for the purposes of the hours of work guarantee for full-time employees.**

17.02 Effective the date of this Agreement 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 to a maximum of five (5) days per any separate sickness or injury in any year, provided the employee has earned or banked those days, subject to the following conditions.

17.03 The employee shall be paid from the first day of absence due to any separate sickness or injury. Payment shall commence only on the first day of absence and shall continue (up to the maximums above described) up to the date on which Welfare benefits become payable to the employee. The employees may carry over a maximum of twenty (20) days unused sick leave into the following year. Unused sick leave, earned in the calendar year, to a maximum of 5 days, shall be paid out by December 15th of each year. Once paid out the employee shall have no further paid sick leave for that year.

Employees with prior years banked sick leave will be allowed an additional one (1) day per year sick leave drawn from their bank until the bank is exhausted.

Employees who currently have a sick leave bank as per above, draw upon the bank for any time that they are hospitalized and use sick leave pay to top up STD and LTD benefits.

It is understood and agreed that the Employer reserves the right to require written medical proof of illness and that any proven abuse of the foregoing by an employee including the filing of false claims 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, they shall not be eligible for additional sick leave until after they have resumed work for a minimum period of one (1) week. The Company will reimburse employees for physician statements required by the Company.

17.04 Sick leave entitlement shall be based on the twelve month period commencing January 1st and ending on the last day of December of each year.

17.05 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority unless it is evident that the employee is unable to return to work and perform the full range of duties expected of employees in their classification in the foreseeable future and providing the Employer is notified on a timely basis of such illness or injury.

ARTICLE 18: OTHER LEAVE

18.01 **Bereavement Leave**

- (a) In the event of a death in all employee's immediate family (parent, stepparent, spouse's parent, spouse, **same sex partner**, child, **step-child**, brother, sister, grandparent or legal guardian), such employee shall be granted a leave of absence extending from the date of death to and including date of funeral. Such employee shall be paid for each regularly scheduled day of work that occurs during such leave at eight (8) hours or ten (10) hours consistent with Section 9.01 at their regular straight time rate subject to a maximum payment for three (3) **working** days.
- (b) In the event of the death of a brother-in-law, or sister-in-law, all employees shall be allowed a one (1) day leave of absence for the purpose of attending the funeral, and shall be paid at eight (8) hours at the employee's regular straight time rate, provided the employee was scheduled to work on such day.
- (c) The exceptions to (a) and (b) above shall be as follows:
 - (i) Where the employee can't attend the funeral because it is out of province or country, the employee is still entitled to the bereavement leave,
 - (ii) Where the employee is on his or her vacation, the leave shall be extended with pay for the bereavement leave. If an employee wishes for additional leave it shall be without pay upon mutual consent with the employer,
 - (iii) Where the funeral services are conducted in a manner that a memorial service is first and at a later date the burial service, the employee shall be entitled to the bereavement leave.

The above exceptions will be applicable where an employee was scheduled to work.

18.02 **Jury Duty**

In the event an employee is required to serve on a jury, they shall be paid the difference between the jury fees received and the pay for their guaranteed work week for each such week of jury duty consistent with Section 9.01, provided the employee shall make himself available for work for the Employer on those days and at the time when not otherwise required to serve on the jury. Part-time employees will be compensated at their regular rate of pay based on their daily average earnings over the previous four (4) weeks.

18.03 **Witness Leave**

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 witness, except to represent oneself or appear at an arbitration, such employee shall be paid eight (8) hours or ten (10) hours consistent with Section 9.01 at the regular straight time hourly rate for each day the employee is required to so appear. This amount shall be reduced by any witness fees to which the employee may be entitled.

18.04 Leave for Union Business

When an employee covered hereunder is either elected or appointed to a full-time job with the Union, he/she shall be granted a leave of absence without pay for as long as he is employed by the Union. Such employees shall not be entitled to any of the provisions of this Agreement during the leave of absence, but shall accumulate seniority during such leave of absence.

18.05 Leave of Absence Without Pay

The employer may grant a leave of absence without pay if an employee requests it in writing from management provided it is not for the purpose of obtaining or pursuing alternate employment. No reasonable request will be denied subject to operational needs and requirements. The employer shall maintain benefit contributions if the leave is for 30 days or less and the employee shall have the option to maintain benefit contributions for leaves greater than 30 days.

ARTICLE 19: SUPPLEMENTAL WORKER'S COMPENSATION

19.01 Any employee who shall sustain injuries resulting from felonious attack which are compensable under the Worker's Compensation Act shall be paid by the Employer as follows:

Commencing on the first scheduled working day of absence and continuing through the tenth (10th) scheduled working day of absence, said employee shall be paid their full earnings based on their guaranteed work week, less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. Payments by the Employer shall be based on one-fifth (1/5th) of the employee's guaranteed work week for each day of absence on their scheduled day of work; such payments shall not be made for Sunday and the employee's scheduled day off. In the event any such employee shall be absent as a result of such injuries in excess of their ten (10) scheduled working days, then such employee shall, after the tenth (10th) day of absence, be paid seventy five percent (75%) of their earnings for the guaranteed work week less the amount of compensation to which the employee is entitled under the Worker's Compensation Act. The payments described herein shall be made for a maximum overall period of twenty six (26) weeks or until they return to work, whichever occurs first.

19.02 In the event an employee shall be injured on the job and unable to continue work, they shall be paid for their scheduled hours for that day.

ARTICLE 20: CLASSIFICATIONS DEFINED

- 20.01 All messengers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of endorsing cheques, and/or receipting for parcels, as set forth in the Employee Handbook.
- 20.02 All armoured drivers shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of operating motor vehicles, and/or acting as guards, as set forth in the Employee Handbook.
- 20.03 All guards shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, of guard work, as set forth in the Employee Handbook.
- 20.04 Assistant Cashiers shall be those employees whose work for the Employer shall consist of, among other things, assisting in: opening and securing vaults and their contents; receiving incoming shipments; dispatching outgoing shipments to proper runs and destinations; consolidating shipments; preparing change orders and such other duties as may be required to provide efficient and secure receipt and dispatch of customer shipments, as set forth in the Employee Handbook.
- The classification of assistant cashier may be a relief classification, to be applied in the event a truck employee is assigned to replace the cashier on duty and performs all of their functions. It shall not apply in the case when the truck employee merely assists the cashier or assistant-cashier on duty.
- 20.05 Vault clerk shall be those employees whose work for the Employer shall consist of, among other things, the duties of an Assistant Cashier and or in aid of the Assistant Cashier in the performance of duties necessary to the proper and orderly operation of the vault and other duties as may be assigned from time to time.
- 20.06 Turret guards shall be those employees whose work for the Employer shall consist of, among other duties considered as bargaining unit work, of being assigned to the Employer's premises for the purpose of protecting the Employers personnel and the shipments and property for which the Employer is responsible. The Turret Guard may be temporarily displaced by an employee, that requires modified duties providing the turret Guard is qualified to do the assigned work.
- 20.07 (a) Senior ATM Technician (Crew Chief) shall be those employees who have worked continuously as an ATM Technician for more than twelve consecutive months prior to being promoted by the Employer to an available position. The Crew Chief is under the supervision of the Manager, Assistant Manager, Supervisors and Dispatchers. The Crew Chief shall exercise immediate supervision over his/her crew for the full

duration of the shift, and ensure the crew perform their respective duties in a proper and secure manner, with particular reference to security, customer service and productivity as set forth in the Employee Handbook.

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 responsible for training junior technicians, drivers and new hires and duties as set forth in the Employee Handbook. The Crew Chief will be required to perform all the functions and duties of the remaining ATM Classifications.

- (b) ATM Technician shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, carrying combinations, accessing ATM night deposit units, maintain dual custody while performing service work and duties as set forth in the Employee Handbook. On 3 person crews, the ATM Technician reports to the Senior ATM Technician (Crew Chief) where applicable.
- (c) ATM Driver shall be those employees whose work for the Employer shall consist, among other duties considered as bargaining unit work, duties as set forth in the Employee Handbook when operating with only two (2) persons, the driver assumes, in addition, the duties defined under ATM Technician.

ARTICLE 21: WAGES

- 21.01 The regular wage rates to be paid during the term of this Agreement are listed in the Addenda and wage scales attached hereto.

Branches located within the following boundaries will be considered the Toronto Branch for the purposes of wages and work rules. The GTA boundary is defined as being: South to Lake Ontario, East to Thickson Road, West to Winston Churchill Boulevard, and North to Major MacKenzie Drive.

- 21.02 Except as specifically provided to the contrary else where 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 the Wage Scales attached hereto, for all hours actually worked in such higher classification. Further, no employee shall suffer a loss in their straight time hourly rate by reason of their being assigned to work in a lower classification.
- 21.03 If an employee is required to go to the garage to pick up their truck before the commencement of their shift, or if they are required to return it to the garage at the end of their shift, they shall receive pay for this work.
- 21.04 With respect to those individuals hired on a full-time basis, they shall receive wages set forth in the attached wage scales as follows:

- (a) The employee will enter at the first level of the scale as hereinafter set forth.
 - (b) Future progression will be from the date of entry into the scale and yearly thereafter.
- 21.05 With respect to or those individuals hired on a part-time basis, they shall receive wages as follows:
 - (a) The employee will enter at the first level of the scale as hereinafter set forth.
 - (b) Progression will be from the date of entry into the scales and the completion of 1040 straight time hours thereafter.
- 21.06 Where a part-time employee is promoted to full-time the following rules apply:
 - (a) The employee moves into the lowest full-time pay level without a loss of pay.
- 21.07 Where an employee moves from full-time to part-time, the employee moves into the same pay level as their previous level as a full-time employee and this may result in a loss of pay.
- 21.08 Where a full-time employee changes classifications, the following rules apply:
 - (a) When moving from a lower paying classification into a higher paying classification, the employee shall move into the same pay level within their new classification.
 - (b) When moving from a higher paying classification into a lower paying classification, the employee moves into the same pay level within their new classification as the one they are leaving, and this may result in a loss of pay.
- 21.09 **Blended Runs**

Those ATM runs scheduled to perform traditional Armoured CIT work shall be paid as a percentage of calls per division from start to finish of shift for the entire crew.

ARTICLE 22: UNIFORM EQUIPMENT

- 22.01 The Employer shall furnish and pay for uniforms for employees as required. The style, type and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the

Employer. All uniform items, including shirts, shall be replaced on a one for one exchange basis only when deemed appropriate by management.

The Employer shall direct the appropriate code of uniform dress including when hats and ties shall be worn. All uniforms must be new or professionally cleaned prior to issuing.

22.02 The Employer shall reimburse full-time employees for 50% of the cost of a new approved bullet-resistant vest to a maximum of \$325.00 for vests purchased after the date of ratification. A list of approved vests appear in N.I.J. standard 0101.03. Part-time employees will be entitled to the same benefit providing they remain at the employ of Brinks for 24 months period from the date of purchase. Vests must be worn at all times. 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.

22.03 Effective January 1, 2007, the Employer agrees to provide a Safety Footwear Allowance by reimbursing full-time employees up to one hundred dollars (\$100.00) every two (2) years. The employee must submit a receipt in order to be reimbursed. The Safety Footwear must be black and CSA approved, with steel toes and in compliance with the Brinks' Uniform and Appearance Policy. Part-time employees will be entitled to the same benefit providing they remain at the employ of Brinks for at least six (6) months and work at least two hundred and forty (240) hours.

BULLETIN BOARDS

22.04 A copy of this Agreement shall be placed on the bulletin board on the premises of the Employer. The Employer agrees to permit posting of any **Official Union materials** on a bulletin board provided by the Employer, conspicuously placed and provided exclusively for that purpose provided they are authorized and signed by an officer of the Local Union and will be confined to official Union business. Where requested by the Local Union, the Employer shall provide a bulletin board that shall be a lockable glass enclosure, not smaller than 36" by 30" in dimension.

GENERAL CONDITIONS OF EMPLOYMENT

22.05 All employees are expected to be at their designated work stations at the start of their work day properly uniformed and equipped.

22.06 All regular runs will be numbered. A crew shall not be less than two (2) persons. 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.

22.07 In the event an employee shall be absent from work for any reason they shall report the fact to management within a minimum of two (2) hours advance notice of their actual starting time where practicable. Furthermore, any employee absent from work for any reason, shall, before

returning to work, call the dispatcher or management representative no later than ten (10) hours prior to the start of the shift on the day on which they wish to return to work, and at that time obtain their first assignment. In the case of weekend and Monday shifts, employees shall be provided with a contact number in which to call as determined by local practice.

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

ARTICLE 23: HEALTH AND SAFETY

23.01 (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 if it is prearranged ahead of time by either party or the inspector, subject to availability.

(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.

23.02 A Health and Safety Committee shall be established at every Branch. The power and duties of the committee are as stated in the Canada Labour Code.

23.03 National Day of Mourning

Each year on April 28 at 11:00 a.m., work may stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

- 23.04 No employee shall be required to take out any vehicle which is in an unsafe operating condition or which is not properly equipped to conform to Municipal, Provincial and **Federal** regulations. All armoured trucks shall have installed and in operating condition heaters not later than September 1st and blowers or fans not later than May 1st. All newly built 200 series and above armoured cars, assigned to the Branches covered hereunder shall be equipped with air conditioning and hydraulic seats. It shall be the duty of employees to report promptly to the Employer all defects in equipment. The Employer shall have truck interiors cleaned on a regular basis; it shall be the driver's responsibility to sweep trucks daily.
- 23.05 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 the employee's regular straight time hourly rate to a maximum of one (1) hour for on-site qualification ranges and two (2) hours for off-site qualification ranges. The parties agree that it is in both the employees' and the Company'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.
- 23.06 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.
- 23.07 Management agrees to provide clean and sanitary facilities with respect to lunch, washrooms and change rooms. In any new Branch constructed after September 1, 2002, separate washrooms and change rooms shall be provided for male and female employees.
- 23.08 **Drivers shall be provided with forms on which they shall make written reports of defective vehicles or conditions of the Employer's trucks. Should management decide that a vehicle would be unsafe to operate, information to that effect will be posted aboard the truck and in the Branch Manager's office.**
- 23.09 The employer shall reimburse employees the cost of renewing their P.A.L. and also agrees to pay the costs of obtaining and renewing the ATC's.
- 23.10 The employer agrees that an employee must have at least eight (8) hours off work between his quitting time and reporting back to his regular shift. If employee does not have eight (8) hours off he will be assigned to the pool.

ARTICLE 24: PICKET LINES

- 24.01 At 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 Local Union signatory to this Agreement provides the Employer with notice of its intent to honour such picket line as described herein.

ARTICLE 25: CONTRACTING OUT- IN

- 25.01 **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 .**

ARTICLE 26: PAYROLL DEDUCTIONS

- 26.01 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 who shall have given the Employer written authorization to deposit such amounts. Amounts so deposited will be remitted to designated approved financial institutions. Employees will be entitled to a maximum of 2 accounts in total, one of which may be used for contributions to a personal RRSP. Only 2 changes in accounts in total will be permitted in one year.

ARTICLE 27: NO STRIKES OR LOCKOUTS

- 27.01 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.

ARTICLE 28: TRANSACTIONS

- 28.01 In the event the Employer acquires a business entity and exercises control over that acquired entity within the Province of Ontario covered by the certification described above, the Employer and the Union will meet and discuss the effect of the transaction. This Ontario Agreement does not apply to the entity acquired or controlled until such time as the parties to this Collective Agreement mutually agree.

ARTICLE 29: LABOUR MANAGEMENT MEETINGS

- 29.01 **Labour Management meetings between management and the Union will be held to discuss issues of mutual interest. It is understood that these committees will not discuss issues being handled in the grievance procedure or those being the jurisdiction of the Health and Safety Committee. These meetings will be held at least every three (3) months.**

ARTICLE 30: BID RUNS

- 30.01 At least twice annually, in April and October, 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 estimated crew compliments for each of the blocks. After such runs are posted, for a minimum of 1 (one) week, full-time employees shall, in order of their overall seniority, be offered an opportunity to bid for assignment to the blocks of runs set up by Employer. 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.
- 30.02 On the first week of the months following the completion of the bids employees shall be assigned to the new blocks which they have bid.
- 30.03 Employees who bid for such blocks must be qualified to perform all duties required in the classification in which they bid.
- 30.04 All full-time employees must bid on a position. Employees, who for whatever reason are not assigned to a bid run shall be placed in a pool of unbid employees. On Thursday of the week preceding the Employer shall post a weekly schedule for the full-time employees assigned to the pool. Employees assigned to the pool shall be classified as guards and shall be paid at the wage rate applicable to the classification which they are assigned.
- 30.05 **Revision of Runs**
- 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 runs shall be unusually late coming in 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 extend its run and to make such pick-up or perform such other duties on the late run in order to meet the obligations of the Employer with respect to the customers involved on the late run.
- 30.06 **Special Runs and Assignments**
- On special runs or assignments, that is, runs or assignments not regularly or normally recurring, the Employer may assign such runs or assignments

to pool 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.

30.07 Once an employee has bid for a block and been assigned thereto, he shall remain thereon until the next general bid.

30.08 **Permanent Vacancies**

In case a block has been bid and then permanently vacated, for example by death, retirement, termination, etc., the senior qualified 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.

30.09 **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 of employees.

30.10 **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, provided they are qualified to perform the work available or revert to the pool.**

30.11 **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 pool pending the determination of the grievance, if any.

30.12 **ATM Bid Runs**

At least twice annually in April and October, all regular full-time ATM employees shall, in order of their seniority, bid for and be assigned to weekly schedules of work under the terms and conditions as follows:

- (a) Employees must be qualified and capable to perform all duties required on the weekly schedule in which they bid. Upper combination holders will select upper combination assignments and lower combination holders will select lower combination assignments. If combinations are eliminated, the parties agree to renegotiate the bid procedure. Management reserves the right to reassign a bid employee from a bid run in the event that they are insufficient employees with the appropriate combination status to meet business requirements.

- (b) All employees must be qualified and capable to perform all of the duties required on the weekly schedule that they bid.
- (c) Effective one (1) month after the date employees are assigned to the new runs they have bid, the Employer and the ATM stewards will form a committee to explore bid run procedures for improvement and/or resolution of problems as they develop.

ARTICLE 31: LETTERS OF UNDERSTANDING

31.01 Attached to and forming part of this Collective Agreement are all Letters of Understandings, Appendixes, Schedule 'A' – Wages and these shall be subjected to the grievance and arbitration procedure.

ARTICLE 32: WORKPLACE HARASSMENT

32.01 The Employer and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, color, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, color, place of birth, sexual orientation, citizenship or ancestry,

Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,

Posting or circulation of offensive photos or visual materials,

Refusal to work or converse with an employee because of their racial background or gender,

Unwanted physical conduct such as touching, patting, pinching, etc.,

Unwelcome invitations or requests,

Condescension or paternalism which undermines self respect, or

Backlash or retaliation for the lodging of a complaint or participation in an investigation.

32.02 Harassment Is Not

Harassment is in no way to be construed as properly discharged management responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

32.03 Filing a Complaint

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their manager or others. The incident should be brought to the attention of your manager and/or committee person.

32.04 Investigation

Upon receipt of the complaint, the Manager/Committee person contacted will immediately inform their Union or Employer counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Department and the Branch Chairperson.

The Branch Chairperson and the Human Resource Representative will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Employer and the Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

32.05 Resolution

The JIC will attempt to within (10) days and ensure the resolution is fair and consistent.

32.06

Right to Refuse

A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. **The Brink's Workplace Harassment Policy is posted in all Branches and Complaint forms are available from a Manager or a Committee person. Any overview of the Brink's Harassment Policy is also outlined in the Employee Handbook.** However, it is agreed, in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for **the employee(s) concerned to change job positions, after discussion with a Supervisor and JIC.**

32.07

Oversight

In addition to the above, the parties will meet at least once per year to discuss harassment incidents that year, root causes of the incidents and steps taken to resolve the issues. In addition, the meeting will discuss current efforts to improve harassment awareness in the workplace as well as current legislative and other trends that may be relevant to preventing future incidents.

A Joint Harassment Training Program will be mandatory for all bargaining unit employees and will be paid for at the employee's straight time, regular wage rate, during off shift periods.

ARTICLE 33: TERM OF AGREEMENT

33.01 Duration of Agreement:

This Agreement is in effect **August 28, 2010** to **August 27, 2013**. The wage scales shall be effective **August 29, 2010** until **August 27, 2013**.

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 appropriate statutory regulations have been completed, whichever date should first occur.

In the course of negotiations for a successor Agreement and Addenda, the determination of acceptance or rejection of a proposed Agreement and Addenda 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 _____ day of _____, **2010**.

**CAW CANADA - LOCALS 27, 103, 112, 195
195, 229, 504, 598, 599, 1120, 1524, 4266**

BRINK'S CANADA LIMITED

Mike Armstrong
National Representative
CAW Canada

Paul Murray
Director Employee Relations
Brink's Canada Limited

CAW COMMITTEE

Roland Kiehne
President, Local 112 Toronto

Tim Mitchell
President, Local 1524 Kitchener

Richard Paquin
President, Local 598 Sudbury

Mike Dunning
Financial Secretary, Local 195 Windsor

Randy Smith
President, Local 504 Hamilton

Andy Desjardins
President, Local 4266 Ottawa

Janice Petallia
President, Local 1120 SSM

Dennis Couvrette
President, Local 599 Timmins

Barb Maki
President Local 229 Thunder Bay

Jim Reid
Vice President, Local 27 London

Nick Shearman, Toronto Branch

Jack Geisel, Toronto Branch

Chris Chen, Toronto Branch

Craig Hallikainen, Toronto Branch

Mike Day, London Branch

Sal Cosoleto, Hamilton Branch

Louis Kovacevich, Windsor Branch

BRINK'S COMMITTEE

Mike Abbott,
General Manager, Central Canada

Steve Collins
General Manager, Central Canada

Ken Dietz
Human Resources Manager, Toronto

Darren Stephenson
Area Manager, Central Canada

Jo-Lee Morissette
Area Manager, Central Canada

Tim Dubas
Area Manager, Central Canada

Ron Brunetta
Area Manager, Central Canada

Mike Wright
Branch Manager, Windsor

Hume Alam
Senior Manager, Special Projects

CAW COMMITTEE (continued)

Bryan Holst, Kitchener Branch

Joe Schill, Barrie Branch

Sean Murphy, Kingston Branch

Don Grills, Peterborough Branch

Joe Meney, North Bay Branch

Len Depaolis, Sudbury Branch

Francine Holotuk, Sault Ste Marie Branch

Bill Janik, Thunder Bay Branch

TORONTO ADDENDUM

Employees working in the classifications covered hereunder shall be entitled to all the terms and conditions of the Agreement, except as herein-below amended, supplemented or modified. In the event there is a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

Article 1: Introduction

- 1.01 Non-bargaining unit personnel, including supervisors shall not perform work traditionally classified as bargaining unit work except in situations including but not limited to emergencies, acts of god, or customer necessity when no qualified bargaining unit employees are available on a timely basis to perform such work or in cases where training or experimental situations are involved.

Article 2: Definition of Classifications

- 2.01 All drivers shall be those employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work, of operating motor vehicles, and/or acting as crew guards. Drivers shall possess either Class "G" or "DZ" license. Highway drivers shall possess the minimum class of license required for the vehicle which they are operating.
- 2.02 Garage helpers shall be those employees whose work for the EMPLOYER shall consist of, among other things, lubricating, fueling and washing vehicles, changing tires, cleaning garage areas, and other simple mechanical and maintenance work.
- 2.03 Mechanics and apprentice mechanics shall be those employees whose work for the EMPLOYER shall consist of, among other things, repairing, assembling and dismantling any part of automobiles, trucks, tractors, trailers, and any internal combustion engine, and such other duties incidental to maintenance of the EMPLOYER'S fleet.
- 2.04 Assistant Cashier Trainee shall be those employees who have less than 12 months continuous experience performing the duties of an assistant cashier.
- 2.05 ATM Tech II shall be those employees currently working in the classification for the primary purpose of providing security.
- 2.06 Building Maintenance employees shall be those employees whose work for the Employer shall consist of, among other things, the duties of maintaining the cleanliness and physical repair of the Employer's facilities and other duties as may be assigned by the Employer from time to time.

Article 3: Wages

3.01 With respect to those individuals hired on a full-time basis on and after the effective date of this collective Agreement they shall receive wages as set forth in the attached Addenda and as follows:

- (a) After successful completion of probationary period the employee will remain at the first level of the scale as set forth in the attached Addenda.
- (b) Future progression will be from the date of entry into the scale and yearly thereafter.

3.02 With respect to those individuals hired on a part-time basis on and after the effective date of this collective Agreement, they shall receive wages as follows:

- (a) After successful completion of probationary period the employees will remain at the first level of the scale.
- (b) Future progression will be from the date of entry into the scales and the completion of 1040 straight time hours.
- (c) Entry to the full-time scale will be at the level closest to their hourly wage without loss of wage.

3.03 Any wage rates in this Agreement, notwithstanding, payment for highway will be calculated as follows:

- (a) For trips of less than 350 miles, payment will be based on hourly rate.
- (b) For trips of more than 350 miles but less than 1,000 miles payment will be based on a mileage rate determined as follows:

total trip miles	hourly rate
X	
45 mph	total trip miles

- (c) For trips of more than 1,000 miles:

total trip miles	hourly rate
X	
47 mph	total trip miles

3.04 Downtime as defined below, shall be paid on an hourly rate:

- 1. time spent loading and unloading the truck at the home base;

2. time spent checking the tractor and trailer, preparing same for the trip including the travel between the loading and unloading area and the garages;
3. time spent loading and unloading a truck at any intervening stop or customer location in excess of one half (½) hour;
4. Delays caused by breakdowns, inspection stops, weight inspections; i.e. for licenses, load limits, dimensions, etc.; but not to exceed eight (8) hours out of each twenty-four (24) hour period;
5. up to eight (8) hours of each twenty-four (24) with payment commencing after the fourteenth (14th) hour of any layover;
6. necessary travel time to or from Toronto as directed by the EMPLOYER on public transportation;
7. In the event a highway driver is required to work on a scheduled day off or on a holiday as designated in Article IV (unless a substitute day off is granted pay with straight time rate) such driver shall be paid the rate of one and one half (1½) times the regular hourly rate of pay. Where the highway driver is on a mileage rate under this clause, forty-five (45) miles shall constitute one (1) hour for measurement of time worked. This provision shall not apply where a highway driver leaves on a trip on the evening of the driver's scheduled day off or during the evening of any such designated holiday.

Article 4: Bid Runs

- 4.01 At least twice annually in April and October, all regular full-time armoured car employees shall, in order of their seniority, bid for and be assigned to blocks of runs, coverman positions under the terms and conditions hereinafter set forth:
- (a) Employees must be qualified and capable to perform all duties required in the classification in which they bid.
 - (b) Employees must be assigned to the new blocks which they had bid not later than one (1) month after the completion of the bid.
 - (c) The Employer will consider written requests to change assignments to replace other full-time employees who are absent for known periods covering full weekly schedules. This provision supercedes a pool employee from being assigned to this work providing the pool employee is junior. Requests must be made by Wednesday noon of the preceding week. The replacement must be for the total length of the temporary absence. Any resulting temporary vacancy shall be filled at the Employer's discretion.
 - (d) Employees bidding for coverman positions shall be available within thirty (30) minutes after call in. A coverman will accept such assignments as directed by the Employer and may be removed from such positions due to

absenteeism. Only employees who are qualified and capable of performing all the functions of a messenger, driver and guard may be classified as a coverman employee. Coverman jobs shall be listed by starting time. Covermen shall be assigned in order of their starting time (i.e., first in, first out). The Employer shall determine the number of coverman positions.

- (e) Once an employee has bid for a block and been assigned thereto, such employee shall remain thereon until the next bid except as herein specifically provided with the exception which is provided in 4.01 (c).
- (f) On the Thursday of the week preceding, pool employees shall be assigned by seniority to weekly work schedules in accord with the following steps:
 - (i) In accord with preferential days off, where available, then.
 - (ii) To the highest classification available, provided they are capable and qualified to perform all duties and functions of the weekly schedule.
 - (iii) In the event there is an insufficient number of employees qualified in the pool to perform the work assignment, the Employer reserves the right to remove a qualified employee from a bid run to fill necessary vacancies.
 - (iv) Vacancies that occur after the schedule is posted shall be filled at the Employer's discretion.

Other conditions:

4.02 Revisions of Runs

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

Special Assignments

Special assignments may be assigned to available employees or regular runs may be rescheduled at the discretion of the Employer.

Special Runs

On special runs, that is, runs not regularly or normally recurring, the Employer may assign such runs to available full-time or part-time

employees. If any insufficient number of employees are available in the above category, employees may be called to work on their scheduled day off.

Runs Added

In the event a new weekly run is started during a bid period, it will be considered as pool work until the next bid.

Runs Eliminated

In the event a run for which employees have bid shall be eliminated or taken off the street, then the employees who have bid for that run shall revert to the pool.

Mergers

In the event of the merger of two or more runs, the senior employees in classifications on the runs thereby affected may elect to stay on the remaining or merged run or revert to the pool.

Refusal or Removal from a Run

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

4.03 At least twice annually in April and October, all regular full-time vault employees shall, in order of their seniority, bid for and be assigned to weekly vault schedules.

Terms and conditions as follows:

- (a) Employees must be qualified and capable to perform all duties required in the weekly schedule in which they bid.
- (b) Employees shall be assigned to the new weekly schedules which they had bid not later than one (1) month after the completion of the bid.
- (c) The Employer will consider written requests to change assignments to replace other full-time employees who are absent for known periods covering full weekly schedules. Requests must be made by Wednesday noon of the preceding week. The replacement must be for the total length of the temporary absence. Any resulting temporary vacancy shall be filled at the Employer's discretion.
- (d) Once an employee has bid for weekly schedule and been assigned thereto, such employee shall remain thereon until the next bid except as herein specifically provided.

- 4.04 At least twice annually in April and October, all regular full-time ATM employees shall, in order of their seniority, bid for and be assigned to weekly schedules of work under the terms and conditions as follows:
- (a) Employees must be qualified and capable to perform all duties required on the weekly schedule in which they bid. Upper combination holders will select upper combination assignments and lower combination holders will select lower combination assignments. Within thirty (30) days after the date Agreement is reached, all full-time ATM employees shall, in order of their seniority, select either upper combination or lower combination status. Once they have made such selection, they shall remain an upper or lower combination holder, as the case may be, for the duration of the Agreement. If combinations are eliminated, the parties agree to renegotiate the bid procedure.
 - (b) All employees must be qualified and capable to perform all of the duties required on the weekly schedule that they bid.
 - (c) Effective one (1) month after the date employees are assigned to the new runs they have bid, the Employer and the stewards will form a committee to explore bid run procedures for improvement and/or resolution of problems as they develop.

Article 5: Miscellaneous

- 5.01 In the event legislation is enacted that requires the EMPLOYER to provide a guard as part of the normal crew complement, a graduating wage scale would be administered which would allow the EMPLOYER time to absorb the cost of the new full-time positions.
- 5.02 The implementation of the "on call" provisions of the ATM Addendum in the Toronto ATM operation will not diminish the Employer's obligation as described in Article 1.01(f) as it pertains to available first line maintenance positions depending on ATM business conditions.
- 5.03 A tool allowance shall be paid to those full-time employees who are licensed motor vehicle mechanics or are registered apprentices, and whose duties involve maintaining the EMPLOYER's vehicles. Such allowance shall be paid as this expense is incurred to an annual maximum of four hundred dollars (\$400.00) upon presentation of proof of purchase. To be eligible for such tool allowance, an employee must be employed for a minimum of one (1) year and the tools purchased must be tools necessary for work on the EMPLOYER's vehicles.
- 5.04 Employees of the Toronto Branch will observe the statutory holidays in the following manner:
- (a) Any shift commencing on or after 3:00 P.M. may observe the statutory holiday on the day preceding the statutory holiday and this day shall be deemed the statutory holiday, provided the employer gives notification at

least two (2) weeks prior to the holiday. If the notice is not given shifts commencing on or after 5:00 P.M. shall observe the statutory holiday on the day preceding the statutory holiday and this day shall be deemed the statutory holiday.

- (b) All other shifts shall observe the statutory holiday on the actual holiday or in accordance with Article 10.03.

5.05 The employer shall guarantee to provide to provide to the Union, an office. The Unit Chairperson shall be given twenty (20) hours of paid union time per week to perform their job.

LETTER OF UNDERSTANDING NO. 1: FIREARMS ACQUISITION CERTIFICATE AND ACQUISITION LICENCE

- Step 1 The Company will continue with its present practice of providing written notice to each employee one (1) year prior to the expiration of their Firearms Acquisition Certificate (FAC) Possession and Acquisition Licence (PAL).
- Step 2 In addition the company will now provide written notice to each eligible employee six (6) months prior to the month/date of the expiration of their Firearms Acquisition Certificate (FAC)/(PAL).
An employee may provide valid proof of payment at any time during this process. Valid proof of payment will be in the acceptable form of:
1. Credit card statement
 2. Money order, or
 3. Copy of cancelled cheque, etc.
- Step 3 Five (5) months prior to the month/date of expiration of their FAC/PAL the employee in the presence of the shop steward and local management will be required to provide proof of application and payment to renew their FAC/PAL. Failure to provide satisfactory proof to local management will result in a one (1) day unpaid suspension at the discretion of management.
- Step 4 Three (3) months prior to the month/date of expiration of their FAC/PAL the employee in the presence of a shop steward and local management will be required to provide proof of application and payment to renew their FAC/PAL. Failure to provide satisfactory proof to local management will result in three (3) days unpaid suspension at the discretion of management.
- Step 5 One (1) month prior to the date of expiration of their FAC/PAL the employee in the presence of a shop steward and local management will be required to provide proof of application and payment to renew their FAC/PAL. Failure to provide satisfactory proof to local management will result in five (5) days unpaid suspension at the discretion of management.
- Step 6 Upon the date of expiration of their FAC/PAL the employee in the presence of a shop steward and local management will be required to provide proof of application and payment to renew their FAC/PAL. An employee's failure to provide satisfactory proof to local management will result in the loss of all seniority and they shall be deemed terminated from employment with Brink's Canada.

Should an employee make an application and payment within the allotted time and still not receive their renewed Firearms Acquisition Certificate (FAC), their Possession and Acquisition Licence (PAL) through no fault of their own they will be placed on a leave of absence until such is received.

As further agreed the Unit Chairperson in each local will bear the responsibility of maintaining a supply of Firearms Acquisition Certificate/Possession and Acquisition Licence applications and will be responsible for the distribution of same to those employees unable to obtain the application from their local post office.

LETTER OF UNDERSTANDING NO. 2 RE: BRANCH FIREARMS TRAINERS

- 1. Branch Firearms Trainers in some locations are currently non union salaried positions.**
- 2. In locations where bargaining unit employees are used as Branch Firearms Trainers, we have not historically posted for these assignments.**
- 3. These assignments are generally sporadic throughout the year and in some branches may only be required for 2 or 3 sessions per year.**
- 4. When selecting individuals for these assignments, management must determine not only if the applicant has the necessary technical qualifications and aptitude to handle firearms in a group environment, but also the maturity and personal coaching skills to deal with fellow employees in such a setting.**
- 5. For the reasons listed, and because of potential liability, we would not necessarily select the most senior applicant after the assignment was posted.**
- 6. We agree however, that in future, we will post for any upcoming Branch Firearms Trainers, given the proviso above re applicant selection.**
- 7. We will continue to pay one dollar (\$1.00) per hour premium to the Branch Firearms Trainers when they are performing their firearms responsibilities.**