

H.E.

NOVA SCOTIA COLLECTIVE AGREEMENT

This Agreement dated this sixth (6) day of October, 2000.

BETWEEN

BRINK'S CANADA LIMITED

(Party of the first part)

(Hereinafter referred to as "Employer")

- And -

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS', CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 927**

(Party of the second part)

(Hereinafter referred to as 'Union')

EFFECTIVE OCTOBER 6, 2000 TO OCTOBER 6, 2003

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The parties hereto agree that where ever the title” Messenger” appears it be replaced with the title “Crew Chief”.

WITNESSETH

Whereas it is the desire of the Union and the Employer to enter into an agreement governing the wages, hours of work and general working conditions of all employees in the classifications listed below;

Now, therefore, in consideration of the promised and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

BARGAINING UNIT

- 1.01** The Union is hereby designated as the sole and exclusive collective bargaining agent for any and all employees who, during the term of this agreement, work for the Employer in the classifications of crew chiefs, drivers, guards and ATM technicians in the Province of Nova Scotia.
- 1.02** (a) With respect to the Halifax operation, all regular full time employees who work in any of the classifications listed shall become members of the Union within thirty (30) days after being employed. All such employees shall maintain their membership in good standing for the term of this agreement. Notwithstanding the foregoing, when it is necessary to use additional employees for peak work, unanticipated emergencies or contingencies, the Employer may utilize part-time or outside help who shall not be required to join the Union.
- 1.02** (b) Part-time employees who shall work forty (40) or more hours in any month shall contribute to the Union during the following month an amount equal to the monthly dues paid by members of the Union.
- 1.03** With respect to the Sydney operation, all employees, regular full-time or part-time, who shall work fifty-five (55) or more hours in any month shall contribute to the Union during the following month an amount equal to the monthly dues paid by members of the Union but such employees shall not be required to become members of the Union. Nothing herein shall be construed to prohibit the branch manager from performing bargaining unit work and the employee shall not be required to join the Union.
- 1.04** (a) 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.

(b) For the purposes of this agreement new employees shall include but not be **limited** to: new hires; any regular full-time employee returning to work after an approved leave of absence of twelve (12) months or more; any employee recalled from layoff status,

(c) For the purposes of this agreement, a layoff shall be deemed to be a termination should the term of layoff be for a period of twelve (12) months or more.

ARTICLE 11

WAGE RATES AND CLASSIFICATIONS

2.01 (a) Effective on the dates hereinafter set forth, the regularly hourly wage rates for employees in the various classifications at each branch location shall be as follows:

CLASSIFICATION	CURRENT	October 6, 2000	October 6, 2001	October 6, 2002
<u>Technical Services</u>				
Technician (Full-time)	11.08	11.41	11.75	12.10
Technician (Part-time)	10.14	10.44	10.75	11.07
<u>Transportation Services</u>				
Crew Chief	11.83	12.18	12.54	12.91
Driver	11.53	11.88	12.23	12.60
Guard Technician	11.73	12.0s	12.44	12.82
Part-time (All)	10.14	10.44	10.75	11.07
<u>Current 8 Red Circled Positions</u>				
Halifax - 2 Crew Chiefs	13.34	13.67	14.01	14.29
Halifax - 2 Drivers	12.81	13.13	13.45	13.72
Sydney - 2 Crew Chiefs	13.34	13.67	14.01	14.29
Sydney - 2 Drivers	12.81	13.13	13.45	13.72

2.01 (b) Effective at the date of ratification, any new employees will be hired at one dollar (\$1.00) less per hour than the classification they are assigned to. This rate will apply until said employees has completed twelve (12) months work for ~~the~~ employer.

2.01 (c) (i) The scheduling of part-time hours and the promotion to full-time from part-time will be dependent on seniority, 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 in Halifax, the employer will equalize the hours worked by part-time employees recognizing seniority, qualifications, customer requirements and operational needs. For the purpose of scheduling hours in the Sydney Branch, the scheduling of part-time employees will be based on business needs, qualifications, availability and date of hire.

(c) (ii) Part-time employees will be required to make themselves available for a minimum of 10 days per month, should those shifts/work be available (days being a 24 hour period, Sunday through Saturday). Part-time employees will be required to make themselves available a minimum of two (2) weekends per month (weekend being Saturday and Sunday) these shifts shall count towards the above noted minimum.

- ◆ The above noted Article 2.01 (c) (ii) will be mandatory for all active part-time employees at ratification and until the completion of **two (2)** years of service with Brink's.
- ◆ Those current part-time employees who are not regularly scheduled or regularly available to work for the employer at all times and who make their principal place of employment elsewhere, will be exempt from the above noted Article.
- ◆ Employees will be required to perform all duties in the classifications.
- ◆ The Employer will post the part-time availability list.

2.01 (d) If an employee (part-time) is unavailable for work for a **60** day period, they will be contacted by Management (by registered mail to their last known address) and informed that he has fourteen (**14**) days to make himself available for work and if he does not, his employment is considered terminated. The company will provide the Union with a copy of said registered letter. This will be the case whether the employee is in contact with the company to indicate his unavailability or is not in contact with the company.

2.02 (a) Any full-time employee assigned to work in a higher classification (exclusive of red circled classifications) shall receive the straight time hourly rates applying to the higher classification for all hours actually worked in such higher classification;

and further, an employee shall suffer no reduction in their straight time hourly rate by reason of being assigned to work in a lower classification.

- 2.02 (b)** The above will not apply in a situation where such employee has voluntarily requested or accepted an assignment (including overtime) to a lower classification and that such request has been submitted in writing, approved and granted **in** writing by the Employer.
- 2.03** The Employer reserves the right to assign two (2) part-time employees on any one day to the classification of messenger. In cases of vacation leave or other absences, emergencies, specials, or in a situation which would cause overtime to a full-time employee, etc., the Employer has the right to assign additional part-timers to the classification of messenger.
- 2.04** In reference to the Sydney operation the four (4) red circled positions (**2** Crew Chiefs, **2** Drivers) will apply to the full-time employees on run no.1 and **run** no.2.

In the event **run** no.1 or run no.2 is changed or eliminated, the red circled positions will apply to the full-time employees in accordance with their seniority.

ARTICLE III

HOURS OF WORK - BID RUNS

- 3.01** The above scale of wages shall apply to the first forty (40) hours of work in any week. Those hours worked in excess of forty (40) shall be considered as overtime and shall be paid, therefore, at the **rate** of one and one-half (1-1/2) times the regular hourly wage set forth above.
This is in accordance with Division, Hours of Work of Part III of the Canada Labour Code.

The parties agree to the establishment and implementation of a Modified Work Schedule within the scope of Section 170 of the Canada Labour Code as outlined in Article 3.05.

- 3.02** All full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay. The Employer shall be privileged, but not obligated, to work employees in excess of the number of hours guaranteed per week. The Employer shall endeavor to schedule regular full-time employees so that their weekly guarantee of hours is satisfied within five (5) or less days provided such assignment does not affect the Employer's service to its customers or increase the cost **of** the operations.

3.03 If the Employer is unable to operate as a result of a state of Emergency as declared by federal, provincial or local governmental authority, the daily and weekly guarantees outlined above in this article shall be correspondingly reduced by the number of business hours that the Employer is prohibited from operating.

3.04 Full-time employees shall be permitted to select run assignments in accordance with the following procedures:

- (a) Thrice **(3)** each year on approximately June 1st, October 1st, and February 1st the Employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in weekly blocks determined by the Employer. Each weekly block of runs or assignments which is posted, shall be described generally showing the area served, the approximate starting time and durations, the type of work involved and the crew complements. The weekly blocks shall also designate which days in the week an employee shall be normally scheduled off.

The June 1st bid shall be an open bid with respect to upper and lower comb designations, and employees shall be permitted to bid regardless of current comb designation.

Management reserves the right to redesignate all comb holders at its discretion based on business operations.

- (b) The schedule, so posted, shall remain posted for a period of approximately two (2) weeks to permit employees to study the schedules on which they bid.

3.04 (c) Approximately two **(2)** weeks after the posting of such schedule, those employees eligible to bid will be permitted to bid for their weekly schedules. Such bidding shall be in order of overall seniority. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule.

(d) Eligible full-time employees will be called in order of their overall seniority and shall be given a time limit in which they may bid for the weekly block assignment of their choice. If an employee shall fail or refuse to make any bid within the time limit allowed, he shall be assigned to a pool of unbid employees and the next junior employee who is qualified, shall be permitted to bid until the blocks are bid. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis. Failure to advise the Employer shall result in that employee being assigned to the pool of unbid employees.

(e) Employees shall be assigned to their selected weekly block or assignments schedules on the Monday closest to June 1st, October 1st, and February 1st each year. Once an employee has been assigned to a weekly block of runs or assignments, such employee will remain on such block until the next general bid. It is agreed and understood that all blocks of runs or assignments will be filled by full-time employees. In the event that the bid is incomplete due to some employees selecting pool assignment, the Employer will fill these positions in reverse order of seniority until all full-time employees have been assigned.

(f) The Employer reserves the right to refuse permission to an employee to bid a certain weekly schedule as well as the right to remove ~~him~~ from a weekly schedule he has bid. At the employee's request, the reasons for the refusal will be given in writing. Any dispute involving such refusal to assign or the removal of an employee from a bid run may be the subject of a grievance under the terms of this Agreement. The Employer reserves the right to change runs from time to time by adding stops or removing stops, changing starting times, merging, consolidating, eliminating and adding runs.

(g) Merging - In the event two (2) or more runs are merged, the employees on said runs shall bid on the runs affected in order of overall seniority for the right to remain on the merged run or revert to the pool of unbid employees.

(h) Elimination of Runs - In the event a run shall be eliminated, the employees on that run shall revert to the pool until the next general bid or a new bid has taken place by mutual agreement.

(i) Addition of Runs - In the event a run shall be established, assignments to that run shall be made from the pool until the next general bid.

3.04 (j) Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:

(i) Permanent vacancies such as retirement or death, shall be bid from the pool unless there are less than sixty (60) days left in the bid.

(ii) Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool.

(k) Emergencies - In case of emergency when it becomes necessary to send a run out on schedule, employees may be moved from the bid assignments and sent out to cover the emergency.

(l) During those weeks in which holidays occur, runs and assignments will be adjusted to accommodate necessary changes of operation. During such weeks, bid runs shall be suspended and employees shall be subject to assignment at the discretion of the Employer. Holidays are as defined in Article 4.01 of the Collective Agreement.

3.05 MODIFIED WORK SCHEDULE

The Modified Work Schedule shall be applicable to all regular full-time employees and part-time employees who work a full forty **(40)** hour block.

Full-time employees assigned to a Modified Work Schedule shall be paid time and one-half (1-1/2) the regular hourly wage rate for the hours worked in excess of forty **(40)** hours per week in the classifications to which they are assigned on such work.

SICK LEAVE

Regular full-time employees who shall be unable to work due to non-service connected sickness or injury shall be granted sick leave at their regular hourly rate consistent with their regularly scheduled assignment for each scheduled day off work, on which the employee shall be unable to work in the maximum amount of five **(5)** days in a calendar year subject to the following conditions:

The employee shall be paid for the first day of absence due to any separate sickness or injury. Such payment shall not be considered **as** hours of work. Unused sick leave shall be paid for at the end of each calendar year or the employee will be allowed to bank up to ten (10) unused sick days. The employer will reimburse at the end of each calendar year the unused sick days in excess of ten (10). In the case of consecutive days of illness extending into the following calendar year, the employee must work at least one (1) week during such following calendar year to qualify for renewed annual sick leave benefits. It is understood and agreed that the Employer reserves the right to require written medical proof of the illness for which payment is claimed and the filing of false claims for sick leave payments shall constitute just cause for discipline up to and including discharge.

Sick leave entitlement shall be based on the twelve (12) month period commencing January 1st and ending on the last day of December of each year.

Full-time employees shall accumulate one-half (1/2) day per month sick leave to a maximum of five **(5)** days per year.

VACATION

Vacation weeks are based on a 40-hour workweek (5 weeks – 200 hours; 4 weeks – 160 hours; 3 weeks – 120 hours; 2 weeks – 80 hours; 1 week – 40 hours).

Single vacation days reduce the vacation allotment by the hours taken on each vacation day.

DISCIPLINE

A week is based on 40 hours and a day is based on 8 hours.

If an employee is suspended for a day and his shift is more than eight hours the employee will be given the option of working the hours in excess of eight on the day(s) of suspension. This must be done during the workweek the suspension occurred in.

PERSONAL HOLIDAY

Regular full-time employees shall be granted a Personal Holiday at their regular hourly rate consistent with their regularly scheduled assignment.

If the personal holiday is 12 hours long, the employee gets paid 12 hours holiday pay.

Employees must request their personal holiday, 2 weeks in advance, which permits the scheduling to take place and subject to management approval and operational consideration.

STATUTORY HOLIDAYS

Holiday on a day **off**:

If the employee works a varied schedule each week in the hours per day then he is paid eight (8) hours holiday pay for the day.

If the employee works a standard schedule each day such as 4 – 10 hour shifts, then the employee will be paid 10 hours holiday pay.

In both cases the workweek is reduced by the number of hours the employee is paid in holiday pay.

Holiday on a working day:

Employees are paid holiday pay for the number of hours they are normally scheduled to work on that day.

The workweek is reduced by this number of hours.

Shifts that partially fall on holidays and or the day preceding or following the holiday.

Employees will be given off either the shift prior to the holiday or the shift following the holiday.

The employee will be required to work some hours on the holiday at the regular rate of pay

For example if the holiday falls on a Monday, employees will be given the Sunday night to Monday morning shift off in lieu of the holiday. The employees will work Monday night to Tuesday morning at their regular rate of pay.

ARTICLE IV

SUNDAY HOLIDAY AND SPECIAL NIGHT WORK

4.01 The following days or such days as may be observed in lieu thereof shall be designated as holidays under the terms of this agreement:

New Year's Day	Christmas Day
Victoria Day	Good Friday
Canada Day	Remembrance Day
Labour Day	Thanksgiving Day
Boxing Day	Civic Day (first Monday in August)

In the event Heritage Day shall be declared a provincial holiday, it shall be added to the list of designated holidays under the terms of this agreement.

One (1) personal holiday shall be added to the list of recognized holidays. Such holiday shall be taken by mutual agreement between the employee and the Employer with the employee giving a minimum of two (2) weeks notification of their intent to schedule said holiday subject to management approval and operational considerations.

- 4.02** All full-time employees who work one (1) or more days during a week in which one of the above designated holidays occurs shall be credited with eight (8) hours for such holiday and such hours shall be considered as hours worked and be added in the accumulated hours of work for that week.
- 4.03** Any employee required to work on any of the above designated holidays with the exception of Christmas Day and New Year's Day shall be paid at one and one-half (1-1/2) times the regular hourly rate applicable to the classification in which the employee is assigned on such holiday and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week.
- 4.04** Any employee required to work on Christmas Day or New Year's Day shall be paid at two (2) times the regular hourly rate applicable to the classification in which the employee is assigned on such holiday and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week.
- 4.05** Any employee recalled to perform special night work shall be paid 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 and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work, such hours shall not be added to the weekly total for the purpose of calculating weekly overtime. Special night work shall be that work performed at night after the employee has checked out and their paid time stopped upon completion of their regular scheduled day of work. It is generally seasonal and not recurring nature. The Employer reserves the right to designate whether an assignment shall be considered as special night work, and extension of a daily run or assignment or as a regularly scheduled run.
- 4.06** Special Sunday, holiday and special night work shall be assigned to full-time employees in rotation in order of their overall seniority provided they can perform the required work. In the event the number of full-time employees available for such work are not sufficient to the need of the Employer, part-time employees may be assigned. In the event an insufficient number of employees accepts such assignment, the Employer reserves the right to assign the junior full-time employee qualified to do the work.

- 4.07** Notwithstanding any other articles in the collective agreement, any full-time employee assigned to work on their scheduled day off, or called to work on their scheduled time off after completion of their regular scheduled day of work on a voluntary basis in accordance with seniority shall be paid therefore at time and one-half (1-1/2) the regular hourly wage rate applicable to the classification in which the employee shall be assigned to work and shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work, provided they have not been absent for any reason during the work week. Such hours shall not be included in the accumulated weekly hours of work for that week. If the employee has not completed their weekly schedule because of an absence, hours worked shall be paid at regular straight time rates. The Employer shall be privileged but not obligated to work full-time employees on their scheduled day off.
- 4.08** (a) It is further agreed that work on a holiday will be offered to full-time employees before it is offered to part-time employees. This overtime will be offered to the full-time employees in order of seniority and by using the applicable overtime availability list. This overtime will be called on the day the schedule is being completed by management. **If** the required employees are not obtained from the full-time ranks, then the work will be offered to part-time employees.
- (b) Overtime will not be offered to part-time employees until it has been offered to full-time employees. If there are insufficient numbers of full-time employees then the overtime will be offered to part-time employees.
- 4.09** If an employee who is scheduled for an overtime assignment shall request off that assignment or if the employee shall be unavailable to **work** such assignment, then this will be treated and counted as though the employee had actually worked the assignment and the employee will next be assigned when their turn comes around on the next occasion. In the event an insufficient number of employees accepts such overtime assignments, the Employer reserves the right to assign part-time employees or the least senior regular full-time employees qualified to perform the work.
- 4.10** Full-time employees must sign an overtime availability list to be eligible for overtime hours of work.

ARTICLE V**VACATIONS**

- 5.01** All full-time employees who have completed one (1) full year but less than five (5) years of service as such during the previous calendar year, January 1st through December 31st, shall be granted vacation of two (2) weeks with pay. Regular full-time employees who have completed five (5) years but less than twelve (12) years of service as such during the previous calendar year shall be granted a vacation of three (3) weeks with pay. Regular full-time employees who have completed twelve (12) years or more of service as such during the previous calendar year shall be granted a vacation of four (4) weeks with pay. Regular full-time employees who have completed twenty (20) years or more of service as such during the previous calendar year shall be granted a vacation of five (5) weeks with pay.
- 5.02 (a)** Vacation pay for full-time employees shall be computed on the basis of four percent (4%), ~~six~~ percent (6%), eight percent (8%), or ten percent (10%) of the employee's total earnings during the previous calendar year for employees entitled to two (2), three (3), four (4) or five (5) weeks vacation respectively, as the case may be.
- 5.02 (b)** Any full-time employee who shall be absent from work due to employment connected service or Workers' Compensation 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 two weeks. It is understood and agreed that no employee shall be entitled to such credit described above unless they shall have actually worked under the terms of this Collective Agreement for a minimum period of thirteen (13) weeks during the year of vacation entitlement.
- 5.03** If a designated holiday occurs during the regular full-time employee's paid vacation period, the employee shall be granted one (1) additional day of vacation, or the employee shall be granted one additional day's pay computed on the basis of eight (8) hours at straight time hourly rates. This will be at the option of the employee, provided the operations of the employer are not adversely affected.
- 5.04** The vacation period for each year shall extend from January 1st to December 31st. Vacations must be taken during the vacation year. Employees may not receive pay in lieu of vacation unless mutually agreed to between the employee, Employer and the Union.

5.05 The vacation schedule shall be posted by February 1st of each year. Employees shall select their respective vacation period in order of their seniority at the latest by March 31st. Employees who have not chosen their vacation period will have such period determined by the Employer.

Employees shall select their respective vacation period in order of their seniority as a full-time employee at the latest by March 31.

The Employer shall determine the maximum number of employees who may be absent on vacation during any week, and will endeavor to allow a minimum of two **(2)** employees in the case of Sydney and four **(4)** employees in the case of Halifax on vacation at the same time providing that the service to the clientele is not adversely affected and that the proper top versus bottom combination system is being respected.

5.06 In the event a full-time employee shall complete less than one (1) full year of continuous service as such during the previous calendar year, the employee shall be granted a pro-rated vacation with pay during the current calendar year **up** to a maximum of two (2) weeks. Pay for such vacation shall be computed on the basis of four percent (4%) of his/her total earnings for the previous calendar year.

5.07 In the event the employment of a full-time employee shall be terminated, the employee shall then be paid for all vacation the employee has earned during the last full calendar year, but not taken, plus a pro-rated vacation computed at four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) as the case may be, of employee's earnings during the current calendar year, provided that no additional financial obligation will be added to the Employer for the duration of this Collective Agreement.

5.08 Vacations and vacation pay for part-time employees shall be as required by Part **III** of the Canada Labour Code.

ARTICLE VI**SENIORITY****6.01 There shall be one (1) separate seniority list for full-time employees and one (1) separate seniority list for part-time employees.**

(a) Branch seniority shall be determined by the date on which employees covered by this Agreement were first hired provided there has been no break in service. Should there be a break in service, seniority will be determined from new date of hire.

6.02 (a) Seniority shall prevail in promotions, provided the employees considered for promotion must possess the skill, ability and qualifications necessary for the higher classification. The Employer shall determine the skill, ability and qualifications of the employee.

(b) When a new job is created or a vacancy occurs within the bargaining unit, the selection will be made firstly from the full-time seniority list. Notice thereof shall be posted on the bulletin board for five (5) working days. Seniority shall prevail in promotions, provided other necessary qualifications are relatively equal; further provided, that the Union may contest such determination under the provisions of Article 15.

(c) If the position is not filled from within the full-time seniority list it shall be filled in accordance with the seniority list for part-time employees provided that the employee selected has the ability and competence to immediately fulfill all the requirements of the function. If a part-time employee is elected, his/her seniority will be from the date of promotion to full-time status.

6.03 The Employer may refuse promotion to an employee but upon request from the Union must show reasonable cause for such refusal. The promotion of any employee to a higher classification shall be made subject to a trial period of thirty (30) days during which such trial period an employee who fails to meet the requirements of the Employer may be demoted to their former classification without loss of seniority. Such demotion shall not be subject to the arbitration procedure. During said trial period, an employee may, at their request, return to their former classification without loss of seniority. The Employer reserves the right to work employees in any assignment covered by this Agreement and to designate what ~~run~~ an employee shall work upon.

6.04 The Employer agrees to furnish the Union with a new and accurate seniority list twice annually.

- 6.05 (a) **Any** employee who shall be transferred out of the bargaining unit hereby covered but remaining in the employment of the Employer in a different classification, shall retain their seniority rights in said bargaining unit including the right to return to their former classification for a period of three (3) months from the date of such transfer, provided such employee maintains their membership in the Union in good standing. Thereafter, the employee shall lose all seniority right under this Agreement.
- 6.05 (b) Article 6.07 (a) notwithstanding, an employee shall lose their seniority for any of the following reasons:
- (i) they resign or quit;
 - (ii) they are terminated or discharged and have not been reinstated through the grievance procedure;
 - (iii) they have been on layoff status for a period of twelve (12) months or more;
 - (iv) they fail to report to work after a layoff, within five (5) days after being notified by registered mail;
 - (v) they are absent from work without immediately notifying the Employer as to the reason for their absence and their expected date of return to work. Exception shall be considered for bonafide emergencies;
 - (vi) or they refuse to return to work following a recall to full-time status. In such a case an employee will immediately lose his full-time seniority. Such employee would then lose his overall seniority pursuant to the terms of (iii) above.
 - (vii) They fail to maintain in effect their Possession and Acquisition Licence or Permit to Carry a restricted weapon.
 - (viii) They fail to be qualified as required by applicable legislation.
- 6.05 (c) Full-time employees on layoff who should accept to exercise their rights to separation pay under the Code shall forfeit their recall rights. The employee shall provide this request in writing to the employer. If they remain as part-time they shall be placed at the bottom of the part-time seniority list.

- 6.06** All employees called to work shall receive a minimum of three (3) hours of work or the equivalent thereof in pay.
- 6.07** (a) Whenever forty (40) hours of work shall not be regularly scheduled in one classification to the junior full-time employee on a regular basis exclusive of work performed in relief covering absenteeism, vacations and emergencies and exclusive of Sunday, holiday and special night work, the Employer reserves the right to reduce the junior full-time employee to part-time status or the employee may elect layoff instead.
- 6.07** (b) If an employee elects layoff, and wishes to return to work for the employer prior to the expiration of the 12 months layoff, he may be rehired as a new employee with no seniority and he waives his rights to recall to a full-time position.
- 6.07** (c) Full-time employees who accept reduction to the status of part-time employees, shall hold top seniority among the recall list of employees and shall have first call to scheduled assignments with greater earning opportunities up to the guaranteed hours per week provided they are immediately qualified to perform the work available and shall be first in line for promotion to full-time status.
- With respect to the Sydney operations, employees who accept reduction to the status of part-time employees shall have their hours scheduled in accordance with their date of hire amongst all other part-time employees such reduced employees shall retain their recall rights to full-time positions in Sydney only.
- 6.07** (d) Full-time employees who voluntarily demote themselves to part-time status may do so only once during their employment with Brink's Canada without loss of seniority. This request must be provided to the Employer in writing.
- 6.07** (e) Exclusively for the Sydney branch full-time employees who are demoted to part-time status will hold top seniority for recall to a full-time position only. For the scheduling of hours and days of work date of hire shall be the prevailing factor. Full-time employees who voluntarily demote themselves to part-time status may do so only once during their employment with Brink's Canada without loss of seniority. This request must be provided to the Employer in writing.
- 6.08** No employee shall be required to work a split shift without being compensated for the minimum daily guarantee on each call.
- 6.09** Whenever a block of forty (40) hours of work shall be regularly available that could be scheduled in excess of the regularly scheduled guarantee to full-time employees, and exclusive of work in relief of employees absent or on vacation, emergency and holiday work, additional employees shall be added to the list of full-time employees.
- 6.10** The employer will not allocate hours in a manner that creates part-time shifts in order to evade Article 6.09

ARTICLE V11

UNIFORMS

- 7.01 The Employer shall furnish and pay for uniforms for employees (as it deems necessary). 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 the shirts, shall be replaced on a one-for-one exchange basis when deemed appropriate by management. The Employer shall direct the appropriate code of uniform dress.
- 7.02 The Employer shall reimburse employees for 50% of the cost of a new approved bullet-resistant vest to a maximum of ~~\$225.00 for all employees that work on the road~~. 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 are encouraged to 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.

It is agreed that an employee must reimburse the Company paid portion of the vest if the employee leaves the employ of the company within one (1) year of the purchase of the new vest. The Company further agrees to payroll deduction of fifty dollars (**\$50.00**) per month or twenty-five dollars (\$25.00) per pay until the full value of the employee's portion is paid.

Employees will be eligible to replace vests once every five (5) years.

- 7.03 The employees eligible for reimbursement will be those current full-time or part-time employees who purchased such a vest between May 25th, 1992 to the expiration of the current collective agreement..
- 7.04 It is understood that only one reimbursement will take place in the above referred to period.

ARTICLE V111

DUTIES AND FUNCTIONS OF EMPLOYEES

- 8.01 As per Employee Handbook for the following classifications: Crew Chief (Messenger), Driver, Guard, and ATM Technician.

ARTICLE IX

CHECK-OFF

- 9.01** Upon receipt of a written authorization form and executed by the employees, members of the Union, thereby authorizing the Employer to do so, the Employer agrees to deduct from the second payroll of each month of such members monthly dues and assessments not to exceed the amounts specified by the terms of said written authorization; such deductions shall be remitted promptly by the Employer to the Union.
- 9.02 If an employee shall be absent on vacation during the week from which the deduction will be made, the deduction shall be made from the employee's vacation pay.
- 9.03 The written authorization shall be in a form approved by the Employer and, once executed, shall be irrevocable during the term of the Agreement or for the maximum period permitted by law, whichever may be the shorter.
- 9.04** The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in making deductions herein provided for. The cheque for union dues will state on it what month union dues are being paid.

ARTICLE X

SHOP STEWARDS

- 10.01 The Employer acknowledges the right of the Union to elect two (2) stewards for Mainland Nova Scotia and one steward for Cape Breton for the employees covered by this Agreement. In Mainland Nova Scotia only one steward will represent an employee at grievance or arbitration hearings. The stewards may call for a Union representative by appointment if the employee so requires. The Employer further agrees to recognize, one (1) alternate steward for Mainland Nova Scotia, as selected by the Union Steward, and one (1) alternate steward for Cape Breton as selected by the Union 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. The Union will provide an updated list of Stewards and alternate Stewards to the Employer.
- 10.02 The steward's duties shall in no way conflict with the duties of the Employer and the employee shall be held responsible for the same quality and quantity of work as other employees.
- 10.03 The Employer shall not discriminate against the stewards due to their legitimate Union activities.

- 10.04 In the event the steward or any other employee shall be duly elected or appointed by the Union to attend a labour convention, or serve in any capacity on other official Union business, the employee shall be given the reasonable or necessary time off without pay and without discrimination to attend such Union matters. The Union shall give the Employer notice of the requested time off at least seventy-two (72) hours prior to the commencement thereof

ARTICLE XI

GENERAL CONDITIONS OF EMPLOYMENT

- 11.01 All conditions of employment or working conditions relating to wages, hours of work, overtime pay, vacation, holidays and all other general conditions of employment are specifically set forth and embodied herein and no separate oral or written agreements shall be entered into with any individual members of the Union that are inconsistent with this Agreement.
- 11.02 Except where conflicting with other articles of this Agreement, the conduct of all crew chiefs, drivers, guards and ATM technicians shall be guided by reasonable rules and instructions promulgated by the Employer from time to time. The Union shall be given prompt notice of new rules or regulations established by the Employer. The reasonableness of any rules shall be the proper subject of arbitration.
- 11.03 A bi-weekly schedule of work showing the days of work, days off, starting time and run assignments for all employees will be posted by noon on Thursday of the preceding week except in the case of a week in which a federal or provincial holiday falls. Once posted, changes will be made in said schedule only to meet emergencies, adjust for absenteeism, tardiness, extra work and to correct apparent errors. Such changes shall be posted as early ~~as~~ may be feasible. Vacancies occurring in the assignments may be filled by part-time employees. The company will do its utmost to provide 12 hours notice for any schedule change allowing for emergency situations and late sick calls.
- 11.04 The Employer shall pay for all premiums on bonds of employees as required in the performance of their duties.
- 11.05 Employees shall be paid once weekly on a designated payday in cash or by payroll cheque at the option of the Employer. Those employees assigned to an overnight run departing on Thursday morning shall receive their weekly pay on Wednesday.
- 11.06 All employees shall register their working hours on a punch clock located on the Employer's premises.
- 11.07 All employees covered by this Agreement shall at all times use their best endeavor to further the interest of the Employer.

- 11.08** The representative of the Union shall be admitted on the company's premises during regular working hours upon proper identification and shall be permitted to inspect the time cards, payrolls and the equipment used by the employees in order to determine that the terms of the agreement are being observed. Access to security areas is limited to authorized personnel.
- 11.09** **The Employer shall provide a course of training by a qualified instructor for those employees who are otherwise qualified and who wish to become crew chiefs or technicians such training will be provided based on operational requirements.**
- 11.10 (a)** If employees are required to remain out of town overnight, they shall be paid for all time while out of town while they remain on duty. They shall be provided with clean, comfortable lodging (single accommodation) and they shall be paid meal expenses at the rate of twenty-six dollars (\$26.00) each night they remain away from home. The employees shall be paid a minimum of eight (8) hours for each day for such layover.
- (b)** When an over the road run returning to Halifax or Sydney has exceeded eleven (11) hours in duration the crew thereof shall be granted up to a maximum of six dollars (\$6.00) additional meal money provided such employees shall procure a receipt of actual expenses and such meals shall be eaten after the completion of work or at the employer's direction.
- (c)** All Employees required to remain at the branch to await the return of the overnight run, when the run is unduly delayed and arrives after 7:00 p.m., shall be granted up to a maximum of six dollars (\$6.00) meal money provided such employees shall procure a receipt of actual expenses and such meal shall be eaten at the Employer's direction.
- 11.11** Employees shall be allowed up to a maximum of one-half (1/2) hour daily for lunch. Time taken for lunch shall not be considered as time worked and, therefore, shall not be paid, provided if an employee is required to remain on the armoured vehicle or on the Employer's premises during such lunch period, then such time shall be considered as time worked and shall, therefore, be paid.
- 11.12** **Employees will be paid up to three (3) hours maximum at straight time, twice (2) per year for the purpose of shooting practice and qualification.**

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.

- 11.13 (a)** In compliance with the Canada Criminal Code and the employee's application for the securing of a Firearms Acquisition Certificate (F.A.C.) the Union and the Employer recognize that employees must be mentally capable of performing their duties as an armoured guard employee.
- 11.13 (b)** Therefore, the Employer shall have the right to request a clean bill of health from any employee when he is off on a sick leave of absence because of a mental and/or depressive medical disorder before such employee can return to work.
- (c)** A mental disorder shall be defined as the inability to understand the nature and effect of the act in which a person is engaged and the business he or she is transacting - which is to be medically verified by the appropriate medical authorities.
- (d)** A depressive disorder is defined as being any emotional condition precipitated by some external factor generally considered to be a neurosis and which is to be medically verified by the appropriate medical authorities.
- (e)** The only question that will be required to be answered will be as follows: "Is the employee mentally competent to return to work with the Employer recognizing that the employee is an armoured guard employee required to carry a firearm?"
- (f)** The affected employee shall have the sole right to a medical authority of his own choosing or such other referral to the proper medical authority by his family physician.
- (g)** Should the above question be answered in the affirmative then the Employer will immediately reinstate the employee to full active duties without any further investigation and without loss of seniority.
- (h)** Further, the Employer will do what is practically necessary to support the employee's application for securing a Firearm Acquisition Certificate.
- (i)** Should the question be answered in the negative then the employee will continue on a medical leave of absence without loss of seniority pursuant to any applicable section of the collective Agreement until such time as the employee is mentally competent to return to work as medically certified by a clean bill of health.
- (j)** The employer agrees that under the circumstance of sub-clause (i), an employee will be allowed access to the Company Group Insurance Plan benefits if entitled by the terms of the Collective Agreement, Worker's Compensation benefits, Unemployment Insurance benefits, sick leave benefits, Canada Pension Plan Total Disability benefits. The Employer will assist the affected employee with all the necessary documentation in applying for benefits from the above-mentioned programs,
- (k)** The Employer shall pay for the cost of securing the appropriate medical certificate declaring any employee has a clean bill of health.

ARTICLE X11

ABSENCE/WITNESS/DEATH IN FAMILY/LEAVE OF ABSENCE/SICK LEAVE

- 12.01** The Employer agrees to carry Workers' Compensation Liability Insurance with a recognized company to protect members of the Union should they be injured, disabled or killed in the scope of their employment with said Employer.
- 12.02** The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers' Compensation protection for all employees even though not required by provincial law or the equivalent thereof if the injury arises out of or in the course of employment.
- 12.03** Any employee who is injured on the job, and is sent home, or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day.
- 12.04** In the event full-time employees are required to serve on the jury, they shall be paid the difference between the jury fees and the pay for their guaranteed work week for each such week of jury duty, provided the employee shall make himself available to work for the Employer during the said period when the employee is not required to serve on the jury. Such employee shall not be required to work until after a rest period of twelve (12) hours have elapsed. The employer reserves the right to call upon said employee in cases of emergencies. Time served on jury duty shall be deemed to be hours worked for the purpose of overtime.
- 12.05** WITNESS : In the event an employee is subpoenaed to appear as a witness on behalf of the Employer in a case where the employer is involved, or is subpoenaed to appear as a Crown witness except to represent oneself, such employee shall be paid eight (8) hours or ten (10) hours at the regular straight time hourly rate of each day the employee is required to appear. This amount shall be reduced by any witness fees to which the employee may be entitled.

- 12.06 DEATH IN FAMILY In the event a full-time employee shall, while actively employed as such, suffer death in their immediate family (that is, parents, legal guardians, parents-in-law, spouse, common law spouse, children, brother or sister) the employee shall be granted a leave of absence for a period immediately following the date of said death and extending **up** to and including the date of funeral and the employee shall be paid for eight (8) hours at their regular straight time hourly rate for each working day which may occur during such leave of absence, up to a maximum of three (3) working days. In case of death of a grandparent, two (2) days with pay will be granted for such bereavement leave.

Bereavement Leave for part-time employees per Division VIII of Part III of the Canada Labour Code.

- 12.07 LEAVE OF ABSENCE Any employee desiring a leave of absence from their employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment or conduct any studies or proposals relating to employment opportunities, employment for any other company or individual, paid or unpaid, while on an authorized leave of absence is prohibited, except as mutually agreed upon between the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights for employees involved.

The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer.

- 12.08 SICK LEAVE,: Regular 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 off work on which the employee shall be unable to work in the maximum amount of Five (5) days in a calendar year subject to the following conditions:

The employee shall be paid for the *first* day of absence due to any separate sickness or injury. Such payment shall not be considered as hours of work. Unused sick leave shall be paid for at the end of each calendar year or employee will be allowed to bank up to ten unused sick days. The employer will reimburse at the end of each calendar year the unused sick days in excess of ten. In the case of consecutive days of illness extending into the following calendar year, the employee must work at least one (1) week during such following calendar year to qualify for renewed annual sick leave benefits. It is understood and agreed that the Employer reserves the right to require written medical proof of the illness for which payment is claimed and the filing of false claims for sick leave payments shall constitute just cause for discharge.

ARTICLE XIII**EQUIPMENT**

- 13.01** It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in safe operating condition in accordance with the Department of Transport Regulations. The maintenance of equipment in sound operating condition is not **only** a function but a responsibility of management. The determination of, as well as the responsibility for **all** decisions in regard to the condition of equipment shall rest with the company and may become a discussible grievance, subject to Article XV.
- 13.02** **The company will install and properly maintain heaters and air conditioners in all its' vehicles. The Company may make use of trucks without air conditioners in cases of emergencies. Heaters shall start to operate by October 1st, and air conditioners functional by April 1st, of each year.**

ARTICLE XIV**BULLETIN BOARDS**

- 14.01** A bulletin board shall be placed in a conspicuous place on the company's premises to serve as a notice board for the employees. This notice board shall be for Union purposes only and shall be furnished at the expense of the Employer.
- 14.02** The Union may post notices of Union meetings and other activities on such bulletin board provided such notices shall have prior approval of the company.

ARTICLE XV**GRIEVANCE PROCEDURE**

- 15.01** Differences of interpretation or the violation by the Employer, the Union or any employees of any of the provisions of this agreement, as well as any other complaint relating to working conditions, shall be considered a grievance. Procedure for processing the grievance of an employee, or group of employees, shall be as follows:

- 15.02** Grievance shall be made in writing and, presented by the steward to the manager, or in their absence, to the person then acting as manager, within ten (10) working days of the time of its occurrence or the discovery thereof. If the grievance is not settled within ten (10) days from the presentation to the manager, it shall be referred by the steward to the business representative of the Union. The Employer shall **fax** a copy of the grievance to the local Union office.
- 15.03** If not mutually satisfactory, settlement shall be concluded by the Union and the manager within five (5) days, either party may refer the matter to arbitration as provided in Article XVI.

ARTICLE XVI

ARBITRATION

- 16.00** Within forty-five (45) calendar days after a final decision has been received on any grievance between the Employer and the Union which cannot be satisfactorily adjusted between them as per Article XV for this Agreement, it shall be referred to and immediately taken up to a single Arbitrator selected by the parties. The Arbitrator shall adjust said difference and while said difference and matters are pending adjustment, there shall be no lockout or strike, and the decision of the Arbitrator shall be final, conclusive and binding upon both the Employer and the Union. The Employer and the Union shall make themselves available for the necessary meeting hereunder within a reasonable period of time. The expenses and fees of the Chairman shall be shared equally by the Employer and the Union.

ARTICLE XVII

MANAGEMENT RIGHTS

- 17.01** The conduct, control and management of the Employer's business, the direction of its working force, and the determination of the employee's ability to perform the work required are the sole and exclusive prerogatives of the Employer, subject to the provisions of this agreement. All functions, rights, powers, and authority, which are not specifically abridged, delegated, or modified by this agreement, are recognized by the Union as being retained by the Employer.

- 17.02** The employer and the Union recognize the right of all employees in Brink's to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents **of** harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Brink's Workplace Harassment Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary, The Employer and the Union agree that victims of harassment shall be protected, where possible, from repercussions, which may result from a complaint.
- 17.03** (a) The locations of the branches where employees shall report for work and finish work, the type and kind of service to be rendered, the crew sizes, the locations to be serviced, the addition extension or discontinuance of work, and any and all changes pertaining to such matters which may be made from time to time in the interest of efficient operations are the exclusive rights of the Employer.
- 17.03** (b) The Employer reserves the right to discipline and discharge employees for just cause. It is agreed that among other acts, dishonesty, leaving an armoured car unattended with valuables aboard, use and or possession of alcohol, or illegal, non-prescribed drugs while on duty or while on company premises are just cause for discharge.
- 17.04** Nothing herein contained shall be construed to prevent management personnel from performing bargaining unit work in **cases** of emergency or when no bargaining unit employees are available **to** perform such work on a timely basis until such time as a bargaining unit member can be available to cover the emergency work being performed by management.
- 17.05** Any new job classification which may be established during the life of this agreement shall be subject to negotiations between the Employer and the Union during the term of this agreement. If the parties fail to reach agreement during such negotiations, the matter may be submitted by either party to arbitration as per Article **16.00**
- 17.06** The Employer shall notify any employee in writing of his/her discharge or suspension within seven **(7)** calendar days of the employer being made aware of the event giving rise to such discharge or suspension. It is further agreed that this seven **(7)** day period may be extended by mutual consent of the Union and Employer by an additional seven **(7)** calendar days in writing to allow for a complete investigation to be done. The company will notify the union in writing of this extension and the expected completion date of the investigation.

ARTICLE XVIII**GROUP INSURANCE PLAN**

18.01 The Employer shall provide full-time employees with a group insurance plan which shall be that described in a separate document, and which shall be subject to the terms of the Master Policy or Policies issued by the insurance carrier. The plan shall provide benefits as follows:

Group Term Life Insurance	Twenty Thousand Dollars (\$20,000.00)
Accidental Death and Dismemberment Insurance	Twenty Thousand Dollars (\$20,000.00)
Weekly Accident and Sickness Benefits	01/08/26 benefit equal to the Unemployment Insurance Compensation for twenty-six weeks.
Long Term Disability Insurance	Amount equal to 60% of monthly earnings (maximum three (3) years).
Major Medical Plan	As per Group Plan Booklet, Division 010 (January 1, 1993)
Prescription Drug Plan	Deductible of \$0.35 per prescription.

18.01 (Cont'd.)

Vision Care	Maximum of \$50.00 for frames and \$50.00 for lenses during any one period of twelve (12) consecutive months.
Dental Plan	Refer to supplementary letter dated June 28, 1990.

18.02 The Employer shall retain twelve/twelfths (12/12) of the UTC premium reduction.

ARTICLE XIX**PENSION**

19.01 The Employer shall maintain a non-contributory Pension Plan for the benefit of its regular full-time employees hereby covered. The normal retirement benefits shall be computed as follows:

- (a)** \$5.50 multiplied by the years of credit service (computed to the closest half year, plus,
- (b)** 1.65% of average monthly earnings in excess of \$650.00 per month, multiplied by the years of credited service.

Average monthly earnings are based on the highest three (3) consecutive years before retirement. A maximum of twenty-five (25) full years of credited service will be used in determining monthly pension benefits.

ARTICLE XX

TERMS OF AGREEMENT


20.01 This Agreement shall be from October 6th, 2000 to and include October 6th, 2003.

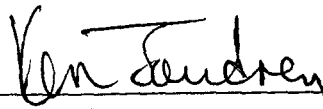
20.02 This Agreement will remain in full force and effect until such time as a new Agreement has been negotiated and the procedures will have been followed and completed as per the Canada Labour Code.

IN WITNESS WHEREOF, the parties hereto have hereunto caused the agreement to be executed by their officers and representatives thereunto duly authorized the date and year first above written.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS', CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 927

BRINK'S CANADA LIMITED

Per: 

Per: 

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

ATM ADDENDUM

- 1.0** Employees working in the classifications of ATM Technician shall be entitled to the terms and conditions of the Nova Scotia collective labour agreement except as herein amended, supplemented or modified. In the event there is a conflict between the terms of this Addendum and the Nova Scotia Collective Agreement, the terms of this Addendum shall apply.

BARGAINING UNIT

- 2.0** Nothing herein contained shall be construed to prevent management personnel from performing bargaining unit work in cases of emergency or when non-bargaining unit employees are unavailable to perform such work on a timely basis.

HOURS OF WORK - ATM SERVICE

- 3.0** (a) Employees shall be required to be available for work on an “on call” (standby) basis. If called to work while on standby, a part-time employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the employee’s regular hourly rate. Should the employee be required to attend to additional calls whilst still under the guarantee of hours the subsequent call-in rate will be deemed non-applicable. The hours worked when called into work while on standby shall be added to the accumulated hours of work for that week. Employees shall be paid two dollars **(\$2.00)** for every hour on standby, provided that, if the employee is called to work, thereby getting the three (3) hour guarantee set forth herein, then no standby pay will be due for those hours worked. Standby hours shall not be considered hours worked.
- (b) “On call” (standby) work shall be offered first to qualified part-time employees. If sufficient qualified part-time employees are not available, “on call” work shall be offered to full-time qualified employees in order of seniority, provided the employee has the appropriate access combination; the junior full-time employee with the appropriate access combination shall be required to take the “on call” assignment.
- (c) Work performed in connection with being “on call” shall not be considered as working a split shift.

SUNDAY, HOLIDAY AND ON CALL WORK

- 4.0 (a)** Any employee who is scheduled to work and does work on any of the designated holidays shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay at one and one half (1-1/2) times their basic hourly rate or at the Employer's option shall be granted a substitute day off with pay at straight time, to be taken at a mutually agreed upon time. If not taken prior to scheduled vacation, a substitute day off under this paragraph shall be added to the scheduled vacation period, all hours worked on a holiday shall be considered as hours worked and shall be added in the accumulated hours of work for that week.
- 4.0 (b)** Any employee scheduled to work on a day that falls on one of the designated holidays shall be required to report to work on the holiday; failure to report to work, unless due to illness, shall disqualify the employee from receiving holiday pay as provided herein. The Employer has the right to request proof of illness.
- (c)** The Employer reserves the right to assign and schedule employees to: days of work and days off, the various run assignments and shift assignments, as in its judgment best suits the needs of its business. 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 above.
- (d)** Notwithstanding any other Articles in the Collective Agreement or Addendum, any regular full-time employee assigned to work on their scheduled day off shall be paid therefore at time and one half (1-1/2) the regular hourly wage rate applicable to the classification in which the employee shall be assigned to work and shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work, provided the employee is not absent for any reason during the work week. Such hours shall not be included in the accumulated weekly hours of work for that week. If the employee has not completed their weekly schedule because of an absence, hours worked shall be paid at regular straight time rates. The Employer shall be privileged but not obligated to **work** full-time employees on their scheduled day off
- (e)** When it shall be necessary to assign regular full-time employees to work on their scheduled day off, assignments to such work shall be rotated in order of seniority among the regular full-time employees who are scheduled off on that day and who are available and qualified to perform the work assignment and who possess the appropriate access capability (high or low).

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS', CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 927**

BRINK'S CANADA LIMITED

Per: Harry [Signature]

Per: Ken [Signature]

Per: _____

Per: _____

Per: _____

Per: _____

Per: _____

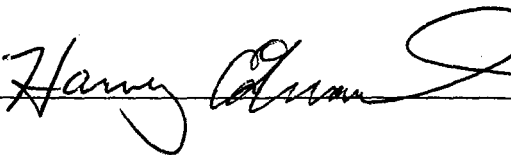
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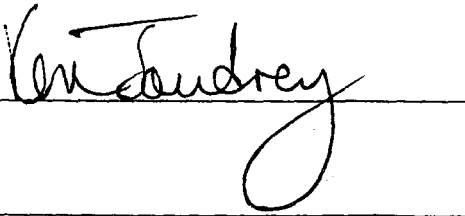
SUPPLEMENTARY LETTER

- 1.0 Whenever uncontrollable delays are created in the operation which require employees to work extended hours, beyond their control and that exceed their regular scheduled work day, the Employer will make arrangements to provide food to those employees affected.
- 2.0 In reference to Article 13.02 the company will endeavour to maintain air conditioners to meet seasonal requirements.
- 3.0 In reference to Article 18.01, Dental Plan will be offered to all full-time employees effective July 1, 1990 as described in separate benefit booklet.

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS', CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 927**

BRINK'S CANADA LIMITED

Per: 

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