

BRINK'S CANADA LIMITED

AND

TEAMSTERS LOCAL UNION 927

NOVA SCOTIA

COLLECTIVE LABOUR AGREEMENT

January 31, 2010 to January 30, 2015

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ARTICLE I

BARGAINING UNIT

- 1.01 (a) **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.**
- (b) 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, messengers, drivers, guards and ATM technicians in the Province of Nova Scotia.
- 1.02 (a) All regular full-time employees who work in any of the classifications listed below 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 **non union personnel** to help who shall not be required to join the Union, **provided there are no bargaining unit employees immediately available**. Nothing herein shall be construed to prohibit branch **management** from performing bargaining unit work **however this will not be at the expense of declaring a full time vacancy under 6.02(b)**.
- (b) **All regular full-time employees who are absent from work due to sickness or injury for a period of three (3) months, shall contact the Union and request a withdrawal card. Failure to do so will put the employee in suspension.**
- 1.03 (a) **All regular Part-time employees who work in any of the classifications listed below 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. Part-time employees who shall work twenty-four (24) or more hours in any month shall contribute to the Union during the following month an amount equal to the monthly dues paid by full-time members of the Union.**
- (b) **All part-time employees who are absent from work due to sickness or injury for a period of three (3) months, shall contact the Union and request a withdrawal card. Failure to do so will put the employee in suspension.**
- 1.04 (a) All new employees shall be hired on a **one hundred and twenty (120)** 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 **Six (6)** months or more.

ARTICLE II

WAGE RATES AND CLASSIFICATIONS

2.01 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		Ratification	January 31	January 31		January 31	January 31
			2010	2011	2012		2013	2014
Full Time								
R.C. Msgr/Crew Chief	17.25		17.59	17.98	18.50		19.00	19.50
Messenger/Crew Chief	16.50		16.90	17.68	18.50		19.00	19.50
R.C. Driver	16.68		16.96	17.34	18.00		18.50	19.00
Driver	16.00		16.56	17.23	18.00		18.50	19.00
Guard	16.25		16.72	17.32	18.00		18.50	19.00
Technician	15.50		15.93	16.36	16.81		17.31	17.81
Part Time								
Messenger/Crew Chief	12.75		13.13	13.56	14.03		14.53	15.00
Driver	12.75		13.13	13.56	14.03		14.53	15.00
Guard	12.75		13.13	13.56	14.03		14.53	15.00
Technician	12.75		13.13	13.56	14.03		14.53	15.00

2.02 (a) Any employee assigned to work in a higher classification shall receive the straight time hourly rates applying to the higher classification for all hours actually worked in such higher classification and provided further, that an employee shall suffer no reduction in his straight time hourly rate by reason of his being assigned to work in a lower classification.

- (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 (a) 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, the employer will **equalize** the hours scheduled for part-time employees recognizing seniority, qualifications, customer requirements and operational needs.

- (b) 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) to be determined by management these shifts shall count towards the above noted minimum. Part-time employees, in order of seniority, will select which two (2) weekends they wish to make themselves available. Once the senior employees have been accommodated the junior employees will be assigned to the weekends remaining.

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, shall guarantee **two (2) twenty four (24) hour periods of availability per month.**

Employees will be required to perform all duties in the classifications.

The Employer will post the part-time availability list. Part time employees will update their availability on a bi-weekly basis.

2.04 If an employee (part-time) is unavailable for work for a **thirty (30)** day period, they will be contacted by Management (by registered mail to their last known address) and informed that he has **seven (7)** 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 Employer. Exceptions to the above will be for approved absences such as sickness, injury, leave of absence, paternity or compassionate leave.

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. **Full time employees whose hours of work over the daily scheduled hours shall be considered overtime** and paid at the rate of one and one-half (1-1/2) times the regular hourly wage set forth in Article 2.01.

Part time employees will receive overtime rates at one and one half (1-1/2) times the regular hourly wage after eight (8) hours of work have been completed within their scheduled shift.

All employees called to work shall receive a minimum of three (3) hours of work or the equivalent thereof in pay.

This is in accordance with Division 1 Hours of Work of Part III of the Canada Labour Code.

- 3.02** (a) All full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay, **provided the employee is available for all scheduled work.** 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.
- (b) 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, or conditions as stated in Article 3:03, 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.
- (c) Full-time employees must sign an overtime availability list to be eligible for overtime hours of work. Hours of work in excess of those guaranteed each week to a full-time employee or coverage required due to illness, emergencies, absenteeism, vacations etc, that is not previously scheduled will be assigned in the following order provided the employee has the qualifications and ability (which shall include appropriate combination status) to perform the work:
1. To part-time employees at straight time up to a maximum of 40 hours per week or until interest is exhausted
 2. To full-time employees who have signed the overtime availability list in order of seniority or until interest is exhausted
 3. To part-time employees on overtime 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.

The Employer will post a weekly overtime list so that anybody wishing to do overtime can sign-up for the following week. Only the employees who sign their names are required to perform overtime work. A driver must have eight (8) consecutive hours of rest per twenty-four (24) consecutive hours for the Employer.

The Employer will post a weekly overtime list so that anybody wishing to do overtime can sign-up for the following week. An employee is subject to discipline, (up to a 30 day bypass for overtime including Special Work rotation), if they sign up for overtime and are unreachable or refuse the overtime on more than three (3) occasions in a thirty (30) day period.

An unexpected absence is when an employee advises the Employer less than two (2) hours before the beginning of their shift that they will not attend work that day. The Employer may offer the said work by order of seniority to the other employees who are known to be on-duty or who have not left the premises.

If **regular full time** 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.

3.03 (a) 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.

(b) **When Brinks Management cancels runs due to severe weather conditions the following shall apply:**

When severe weather forces a branch closure or the cancellation of runs before their scheduled start times, the affected employees will be paid the scheduled hours for their particular runs.

When severe weather forces runs already on the road to be recalled because of unsafe road conditions, the affected employees will be paid the scheduled hours for their particular runs. At management's discretion, personnel from runs that are recalled may be required to perform other duties as required until the end of their scheduled shift.

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, **April 1st**, **August 1st**, and **December 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 **April 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 seven (7) days to permit employees to study the schedules on which they bid.
- (c) Approximately seven (7) days 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/she shall be assigned a position by management after all other employees have made their selection. 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.
- (e) Employees shall be assigned to their selected weekly block or assignments schedules on the Sunday closest to **April 1st**, **August 1st**, and **December 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 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 runs will be rebid within 30 days of the merger as per the procedures in Article 3.04.
- (h) Elimination of Runs - In the event a run shall be eliminated, runs will be rebid within 30 days of the elimination as per the procedures in Article 3.04.
- (i) Addition of Runs - In the event a run shall be established, that results in additional full time job(s), there shall be a new bid unless there is less than 60 days to the next bid, in which case the runs will be filled with part-time employees until the next bid.
- (j) Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:
 - (i) Permanent vacancies shall be filled as per **Article 6.02 (a) (b) (c)**.
 - (ii) Temporary vacancies shall be filled **as per Article 6.02 (d)**.

- (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.
- (m) Two full time bid positions will be classified as "Floaters". These positions will be bid on by full time employees in order of seniority and will be guaranteed 40 hours of work each week or the equivalent thereof in pay.**

3.05

Part-time employees are those who do not regularly work forty (40) hours or more per week and are not subject to the 40 hour guarantee **as in 3.02(a)**. 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 to full-time employees.

Part-time Bids

- (a) All bids shall be for a three (3) month period, based on seniority in the bargaining unit. All part-time hours are made up of hours that could not be scheduled into full-time bid blocks.
- (b) The Company will post all available work, including vacation openings for full-time employees, for bidding purposes, thirty (30) days prior to commencement of the schedule. Any work that becomes available after the schedule is posted shall become "pool" hours.
- (c) Employees are entitled to a maximum thirty-two (32) hour bid per week on a shift by shift basis, based on seniority, availability, and qualifications.
- (d) Employees desiring extra work over and above their bids, must submit an Availability Form, bi-weekly. Any extra work which an employee is requesting must be submitted on a common Availability Form, which the Company will provide to all employees.
- (e) Failure to submit an Availability Form bi-weekly shall result in "last" consideration when assigning additional hours.
- (f) Any available hours, after the thirty-two (32) hour bids are satisfied, shall be assigned based on seniority, availability, qualifications, on properly submitted Availability Forms up to forty (40) hours per week, from the pool, and the employee must accept the assignment.

3.06 (a)

No employee shall be required to work a split shift with a break separation of more than four (4) hours without being compensated for the minimum daily guarantee on each call. A Part time employee who is called in to cover a split shift will work the entire split shift as scheduled. Should this part time employee refuse to work the

entire split shift as scheduled, this shift will be offered to the next available part time employee in order of seniority.

- (b) 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.

“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.**

3:07 SICK DAYS

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 **days** 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). **All paid out Sick Days will be at 8 hours per day.** 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 **when an employee uses in excess of 5 sick days before the last day of December** 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.

3.08 DISCIPLINE

For disciplinary purposes a week is based on 40 hours and a day is based on the total scheduled hours for the day(s) in question.

3.09 MODIFIED WORK SCHEDULE

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 below. 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 **their scheduled finish time or in excess of** forty (40) hours per week in the classifications to which they are assigned on such work. In the event that a crew on a modified work schedule exceeds their scheduled finish time by 1.5 hours or more for a period exceeding 30 consecutive days, management will complete a route audit and work with the employees - via the Joint Action Committee - to identify and implement corrective action.

ARTICLE IV

HOLIDAY AND SPECIAL 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)
	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. The personal 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.

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 for such holiday **as per 4.06** 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 **four (4)** 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 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 at a time that is mutually agreeable. The additional day being equivalent in hours to the holiday that occurred during the vacation.

4.06 **If the employee's day off occurs on a Holiday the employee will be given a day off in lieu of the Holiday and is paid Holiday pay for the number of hours they are normally scheduled to work on that day. Such Lieu Day will be granted immediately before or immediately after the Holiday or not later than 1 month after the Holiday.**

The work week will be 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 work week will reduced by this number of hours.

4.07 Any employee recalled to perform special 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 work shall be that work performed 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 work and extension of a daily run or assignment or as a regularly scheduled run.

4.08 Holiday and special 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 meet the need of the Employer, part-time employees may be assigned. In the event an insufficient number of employees accept such assignment, the Employer reserves the right to assign the junior full-time employee qualified to do the work.

4.09 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.

ARTICLE V

VACATIONS

- 5.01** **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).** 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 **eleven (11)** 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 **eleven (11)** 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.
- (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 For vacation weeks that contain a statutory holiday the following will apply. The employee will be paid statutory holiday pay for the holiday. The vacation pay will be prorated for the number of working days that fall in the vacation week. The employee will then be granted one additional day of vacation and the remainder of the weeks vacation pay out will be given at that time. The additional vacation day will be at a mutually agreeable time.
- 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** **Employer will post the vacation schedule by December 1st for the period of January 1st to December 31st of the following year. On December 1st the selection process will begin, and every employee in seniority order will have two (2) days to finalize their choice of vacation. Employees who have not chosen their vacations by March 31st will not be able to displace a less senior employee that has already made their selection. In addition, employees who**

have not chosen their vacations by March 31st will have their vacations scheduled by the Employer. 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. **Payment of vacation pay for part-time employees will be made on each pay cheque.**

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. **The posting of jobs for new full-time positions will be posted as "Full time position". The successful applicant for the new full time position will be provided a course of training by a qualified instructor within 30 days of job acceptance as required.**
- (b) When a new job is created or a permanent vacancy occurs within the bargaining unit, the selection will be made firstly from the full-time seniority list. Notice of the vacancy shall be posted on the bulletin board for five (5) working days. The senior applicant for the position shall be selected provided they have the necessary qualifications including combination status to perform the duties. The position that will result from the movement of the full time employee to the posted position shall be backfilled by the promotion of a part time employee to full time as per article 6.02(c). Normally this process will result in the movement of only one full time

employee, however they may be exceptions in order to place the part time employee in a position, if the part time employee's combination status does not match the requirements of the vacated position.

- (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.
- (d) **If a full time employee is expected to be off for more than a month on STD, WCB, or Authorized Leave, the employer will fill the vacancy for that period with the most senior qualified part-time employee. Upon the return of the full time employee the part time employee will return to their part time status without loss of seniority.**

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 post and furnish the Union with a new and accurate seniority list twice annually on the dates of April 1st and October 1st. Any errors or omissions must be brought to the attention of management within 10 days of the posting after which the list will be deemed to be correct.

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.

- (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) the government agency responsible for administering the Possession and Acquisition License or Permit to Carry a restricted firearm refuses to renew or revokes said permit(s) and the PAL or ATC is not obtained within 60 calendar days from the time it has expired and not renewed, or from the time it was revoked.
- (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** (a) Whenever forty (40) hours of work shall not be regularly available to any of the full-time employees 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.
- (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.
- (c) Full-time employees who accept reduction to the status of part-time employees, shall hold top seniority among the recall list of employees.
- (d) Full-time employees who voluntarily demote themselves to part-time status, after the ratification of this collective agreement will be placed at the bottom of the part-time seniority list. This request must be provided to the Employer in writing.
- 6.07** No employee shall be required to work a split shift with a break separation of more than four (4) hours without being compensated for the minimum daily guarantee on each call. A Part time employee who is called in to cover a split shift will work the entire split shift as scheduled. Should this part time employee refuse to work the entire split shift as scheduled, this shift will be offered to the next available part time employee in order of seniority.
- 6.08** 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 **will** be added to the list of full-time employees.
- 6.09** The employer will not allocate hours in a manner that creates part-time shifts in order to evade Article 6.08.

ARTICLE VII**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 For vests purchased after the date of ratification, the Employer shall reimburse employees for 50% of the cost of a new approved bullet-resistant vest to a maximum of \$275.00 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 It is understood that only one reimbursement will take place in the above referred to period.

7.04 At ratification the Employer agrees to provide a Safety Footwear Allowance by reimbursing employees up to one hundred dollars (\$100.00) in year two (2) and four (4) of the collective agreement. 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 Brink's for at least six (6) months after ratification and work at least two hundred and forty (240) hours.

ARTICLE VIII**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. The Company will provide the social insurance number for all employees on the check-off list. The check-off list will show employee's name, social insurance number and amount paid. When a new employee is hired and after serving his probationary period the company, upon receiving notification from the union, will deduct the initiation fee set out by the union and have it remitted with the employee's dues. Once a year the company will provide a list of all members' addresses.
- 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.
- 9.05** The Company will list the annual regular Union dues paid by each employee on his income tax T4 statement.
- 9.06** The Employer will provide to new employees, the required Union Application after thirty (30) days from their first scheduled shift. Branch Stewards will

provide new employees with a Collective Agreement once the employee has completed probation. (120 days)
- 9.07** The Secretary Treasurer of the Union shall notify the company in writing of any change in the amount of Union dues and such notification shall be the Employer's authorization to make the deductions specified.

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 Shop Stewards shall be appointed or elected as the Union so wishes, to assist with the administration of this agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. The shop steward shall not let his duties unduly interfere with his/her regular work assignment.**
- 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 no later than the end of business Wednesday, the week prior to the time off requirement, for scheduling purposes.**
- 10.05 (a) Steward Representation**
- A shop steward shall be present at any disciplinary meeting regarding, written warnings, suspensions, discharges and security investigations where an employee is a bona fide suspect.**
- (b) Nothing herein shall restrict the Employer from calling an employee for investigation or questioning them on any phase of the Employer's operations.
- 10.06 The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or Branches for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.**
- 10:07 If the Employer discharges the Shop Steward, the Union shall be advised prior to such discharge and he shall have the right to representation from his Union Business Representative.**
- 10.08 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 on 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.**
- 10:09 The Shop Stewards shall be the last employees laid off, and their lay-off shall be in reverse order of their respective seniority within the Branch. Once elected, the Steward shall remain with the Branch for the duration of his term.**

- 10.10 All employee payroll records will be made available to the Stewards upon twenty-four (24) hours' notice if required to investigate a potential grievance. The Business Representative of the Union shall be admitted to the Employer's premises during regular working hours at a mutually agreed time, upon proper identification and shall be permitted to inspect the payroll records in order to determine that the terms of this Agreement are being observed. Access to security areas is limited to authorized personnel.

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 Sydney 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. The aforementioned timelines will apply to Halifax on a weekly basis. 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 **Effective the first pay January 2011, employees shall be paid BI- Weekly on a designated payday by direct deposit. Pay shortages will be addressed by the Employer in an expedient fashion.**
- 11.06 All employees shall register their working hours on a punch clock located on the Employer's premises. **Employees will be required to swipe an ID card when the new electronic payroll system is installed.**
- 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 (a) 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.

(b) Any Union employee(s) designated to train new employee(s) for any of the positions covered under this agreement will be paid a premium of one (\$1.00) dollar per hour for the duration of the training session.

11.09 (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.

11.10 Employees will be granted a 15-minute paid break for each four hours **worked**. If an employee is asked to work through these breaks he/she will be compensated in paid time at the end of his/her shift.

11.11 Employees will be paid **four (4) hours** at straight time (when qualifications are done outside of scheduled working hours) twice (2) a year for the purpose of shooting practice and qualification providing they attend and participate as scheduled.

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.

Employees are required to have a valid P.A.L (formerly F.A.C) as a condition of employment. The costs of initially securing a P.A.L. shall be the responsibility of the employee. The Employer shall reimburse an employee up to a maximum of \$80 towards the cost of renewing the required P.A.L.

11.12 (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.

(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 XII

LEAVES OF ABSENCE

- 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 an employee shall, while actively employed as such, suffer a death in their immediate family, (i.e. parents, grandparents, father-in-law, mother-in-law, spouse, children, brother or sister, step parents, legal guardians or common-law spouse), they shall be granted a leave of absence immediately following the date of such death up to and including the date of the funeral, and will be paid for their regular scheduled shift at their regular straight time hourly rate for each of their scheduled working days, which may occur during said leave of absence, up to a maximum of three (3) working days, provided the employee shall attend and participate in the funeral and wake. The company further agrees to the inclusion of one day for each of sister-in-law and brother-in-law with the above conditions.
- 12.07 (a) **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 an authorized leave of absence, an employee shall maintain seniority. 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.
- (b) When an employee covered hereunder is either elected or appointed to a full-time position with the Teamsters Union, he shall be entitled to a leave of absence without pay for the period during which he is elected or appointed to fulfill such position. Such requests for leave must be in writing on Teamsters letterhead.

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 **Employer's** premises in **Sydney, and Halifax** 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 **Employer**.

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 A potential grievance issue shall first be made verbally by the employee to his or her immediate Supervisor. If unsatisfied the 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.

15.04 Where a monetary grievance succeeds in favour of the bargaining unit employee(s), the monetary value involved, if any, shall be paid in full to the affected employee(s) on the pay period following the settlement of the grievance time permitting.

15.05 Employee's Record

Any adverse statements, warnings, reprimands or suspensions will be removed from the employees file after twelve months from this occurrence provided there has been no reoccurrence of a similar incident. If warnings, reprimands, etc., are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union, within seven (7) days of the event giving rise to the warning, reprimand, etc., otherwise it shall be considered null and void. For greater clarity, this time limit only begins from the date that the company has knowledge of circumstances that led to the discipline and this time limit shall not exceed four (4) weeks, except for theft or fraud. If the company becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, the discipline will be given out within the seven (7) day limit as spelled out herein, unless the employee remains unavailable and, if such is the case, then the discipline will be given out on the first day the employee is actively at work.

15:06 **Any employee, with twenty-four (24) hours notice and on his/her own time, shall be allowed to inspect his own personnel file. The Business Representative acting on behalf of the Union, with the written permission of the employee, shall be permitted to inspect the personnel file of the employee upon twenty-four (24) hours notice of such request.**

15.07 Discharge or Suspension Notice

If the Employer suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days of the suspension or discharge, giving the reasons for such discharge or suspension. However, if an employee is suspended pending investigation, he shall be paid for the first three working days of the employer's investigation.

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. **If the**

parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the minister in accordance with the Canada Labour Code, as amended.

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.
- (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.

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	Thirty Thousand Dollars (\$30,000.00)
Accidental Death and Dismemberment Insurance	Thirty Thousand Dollars (\$30,000.00)
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.
Vision Care	Maximum of \$ 200.00 for Vision Care Every (24) consecutive months.
Dental Plan	Dental Plan will be offered to all full-time employees effective July 1, 1990 as described in separate benefit booklet.

18.02 The Employer shall retain twelve/twelfths (12/12) of the UIC 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

JOINT COMMITTEES

- 20.01** Joint Employment Equity Committee – A Joint employment equity committee shall be created to address issues related to employment equity affecting employees in Nova Scotia. This committee shall meet on an ad hoc basis as required and consist of four members, two appointed by the Union and two appointed by the **Employer**. **Employees will be compensated at their normal hourly straight time rate for time spent meeting with the Committee.**
- 20.02** **Joint Union Management Committee 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 every 4 months.**

ARTICLE XXI

STRIKE/LOCKOUT

21.01 Strikes and lockout

During the life of this agreement there shall be no strike/lockout by the Union or by the Employer.

21.02 Legal Picket Line

It shall not be a violation of this Agreement however, for the employees covered hereunder to refuse to cross a picket line established in support of a lawful strike.

ARTICLE XXII

TERM OF AGREEMENT

22.01 This Agreement shall be from **January 31, 2010 to and include January 30, 2015.**

22.02 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,
TEAMSTERS LOCAL UNION 927**

BRINK'S CANADA LIMITED

Mac Brown

Sheridan Curnew

Darrell Myatt

Peter Roberts

Dan Slaunwhite

Paul Murray

Angus Cook

Derek Doiron

LETTER OF UNDERSTANDING

between

BRINK'S CANADA LIMITED

and

TEAMSTERS LOCAL UNION 927

RED CIRCLE EMPLOYEES

The six employees listed below will access the appropriate red circle rate as per their bidded positions.

These Red Circle rates will discontinue effective January 31, 2012 when the applicable Messenger/Crew Chief and Driver rates will apply.

Effective with the signing of this agreement, should any of the six employees listed below cease to be a full time employee with Brink's, the rate will not be made available to non-red circled employees.

<u>NAME</u>	<u>BRANCH</u>
Wendell Slawter	Halifax
Robert Blackler	Halifax
Harry Ehler	Halifax
Neil Brown	Halifax
Robert Dwyer	Sydney
Steven Boudreau	Sydney

AGREED on this 29th day of January, 2010

TEAMSTERS LOCAL UNION 927

BRINK'S CANADA LIMITED

Mac Brown

Sheridan Curnew

Darrell Myatt

Peter Roberts

Dan Slaunwhite

Paul Murray

Angus Cook

Derek Doiron

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