

SOURCE	UNION	
EFF.	2005/12/22	
TERM.	2008/12/21	
NO. OF EMPLOYEES	55	
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>	

BRINK'S CANADA LIMITED

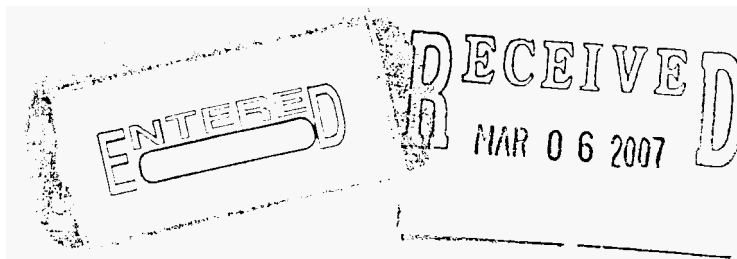
AND

TEAMSTERS LOCAL UNION 927

PRINCE EDWARD ISLAND/NEW BRUNSWICK

COLLECTIVE LABOUR AGREEMENT

December 22, 2005 to December 21, 2008



13510(02)

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COLLECTIVE LABOUR AGREEMENT

SAINT JOHN, ~~NEW~~ BRUNSWICK

12/22/05 TO 12/21/08

This Agreement made and entered into at Moncton, N.B. on the 22nd day of December, 2005 by and between BRINK'S CANADA LIMITED, party of the first part hereunder referred to as the EMPLOYER, and TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, HELPERS AND MISCELLANEOUS WORKERS, LOCAL 927 for the Province of New Brunswick and Prince Edward Island, party of the second part, hereinafter referred to as the UNION.

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 promises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

ARTICLE I 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 assistant cashier (Moncton), messengers, crew chiefs, **drivers**, guards and ATM Technicians, in the cities of Saint John, Moncton, Bathurst, and Fredericton, New Brunswick and vicinities and Prince Edward Island.
- 1.02 **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, absences, including vacation leave, the EMPLOYER may utilize part-time or outside help who shall not be required to join the UNION.

1.03 All 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 the members of the UNION but such employees shall not be required to become members of the UNION. Payment of dues shall not apply to hours worked by part-time employees: for training or experimental purposes; or when a supervisor demonstrates work techniques.

- 1.04
- a) All new employees shall be hired on a ninety day (90) probationary basis during which time their employment may be terminated by the EMPLOYER without recourse to the UNION and/or grievance procedure.
 - 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; any employee recalled from lay-off status.
 - c) For the purposes of this Agreement a lay-off shall be deemed to be a termination should the term of lay-off be for a period of eighteen (18) months or more.

1.05 Pertaining to the Moncton, Fredericton, Charlottetown and Bathurst operations, nothing herein contained shall be construed to prevent the Branch Manager (Supervisor) from performing bargaining unit work. Those personnel shall not be required to join the Union. The amount of time management personnel may spend doing bargaining unit work will be limited to thirty (32) hours per week. Exceptions to this will be in the case of an emergency, training, or when no bargaining unit employee is immediately available or does not make him or herself available for work.

ARTICLE II – WAGE RATES AND CLASSIFICATIONS

2.01 Effective on the dates hereinafter set forth, the regular hourly wage rates for the employees in the various classifications shall be as follows:

	Current	Ratification	Year 2 <small>(1-Yr. from Rat.)</small>	Year 3 <small>(2-Yrs from Rat.)</small>
<u>CLASSIFICATION</u>				
Technician (Full Time)	12.34	12.71	13.09	13.55
Crew Chief (Full Time)	12.68	13.06	13.45	13.92
Driver (Full Time)	12.34	12.71	13.09	13.55
Guard/Technician (Full Time)	12.12	12.48	12.85	13.30
Technician (Part Time)	11.64	11.99	12.35	12.78
Crew Chief (Part Time)	11.82	12.17	12.54	12.98
Driver (Part Time)	11.31	11.65	12.00	12.42
Guard/Technician (Part Time)	10.62	10.94	11.27	11.66
Red Circled Messenger	16.33	16.82	17.32	17.93
Red Circled Driver	15.90	16.38	16.87	17.46
Red Circled Guard	15.22	15.68	16.15	16.72
The above-mentioned rates will be reduced by a \$1.00 per hour worked for the first 1,000 hours work for any new employee hired.				

2.02 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.

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 worked by part-time employees recognizing seniority, qualifications, customer requirements and operational needs.

2.03 (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, will be exempt from the above noted Article. Part-time employees (at the date of contract ratification) who have their hours reduced to a point they need to make an alternate place of employment their principal place of employment will be exempt from this article.

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

The Employer will post the part-time availability list.

2.04 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. 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

3.01 Modified workweek. Overtime for all employees will be paid after ten (10) hours in one day, except overtime for Highway drivers, which will be in accordance with the Canada Labour Code.

Modified workweek applies to all employees, including (OTR) and night 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 forty (40) hours 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 eighty (80) unused sick hours. The employer will reimburse at the end of each calendar year the unused sick hours in excess of eighty (80).

Unused sick leave shall be paid for at the end of each calendar year. 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.

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

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 four **(4)** hours per month sick leave to a maximum of five (5) days per year. The above language will apply only to those employees who leave the employ of the company.

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.

If the employee is required to work on the holiday either Article 4.02 or Article 4.0 of the ATM Addendum will apply.

- 3.02 All regular full-time employees shall **be** guaranteed forty (40) hours of work per week in five (5) days or **less** or the equivalent thereof in pay. The EMPLOYER shall **be** privileged, but not obligated, to work employees in excess of the number of hours per week.
- 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 in Article 3.02 and 11.09 shall be correspondingly reduced by the number of business hours that the EMPLOYER is prohibited from operating.

3.03 b.) Where a state of emergency as describe above, or severe weather forces the closing of the operation or the elimination of runs, full-time employees affected shall be offered in order of seniority, in the same week if possible, the equivalent hours of work they lost due to the inability to operate so that they may make up their 40 hour guarantee provided the operation is able to function and such work is available. Employees who do not wish to make up these hours shall have their weekly pay adjusted accordingly.

3.04 Work performed in connection with being "on call" shall not be considered as working a split shift.

3.05 (a) Full-time employees in order of seniority shall be permitted to select run assignments in accordance with the following procedures:

Twice (2) each year on approximately March 1st and September 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. Prior to posting the bid, the Union Shop Steward will be provided with a copy of the bid for the purpose of having the opportunity for input. Each weekly block of runs or assignments, which is posted, shall be described generally showing the area served, the approximate starting time and duration, 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 March 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.

3.05 (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.

3.05 (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.

- 3.05(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 passed over 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 remaining open position(s).
- 3.05 (e) Employees shall be assigned to their selected weekly block or assignments schedules on the Sunday closest to March 1st and September 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.
- 3.05 (9) 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 for cause. 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.
- 3.05 (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 3.05.
- 3.05 (h) Elimination of Runs - In the event a run or runs shall be eliminated; the runs will be rebid within 30 days of the elimination as per the procedures in Article 3.05.
- 3.05 (i) Addition of Runs - In the event a run shall be established, the runs will be rebid within 30 days of the addition as per the procedures in Article 3.05.

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

(i) Permanent vacancies such as retirement, resignation, termination, or death shall be filled by part time employee unless there are more than sixty (60) days left in the bid in which case the runs will be rebid in total.

Refer to Article 11.10 on making themselves available.

(ii) Temporary vacancies shall be filled by part timers in accordance with the following:

1.) The absence of a full time employee working day shift from work for any reason, of an expected duration of more than five (5) working days will trigger the following:

The employer agrees to the replacement of such full time employee by a full time night shift employee on a rotational basis – per incident, provided

that said employee has the competence and qualifications to perform all the duties of the function he or she will be moving into.

This movement of manpower will be limited to one move.

The employee's wages shall be determined by the classification of the position they assume, not by the wage rate of the employee they replace, specifically the grandfathered employees.

2.) If a full time employee is on authorized leave in excess of 6 months or more the employer will fill the vacancy for that period with the most senior qualified part-time employee. The part time employee shall be paid at the applicable full time rate (exclusive of benefits and grandfathered employee rates) for that period. Upon the return of the full time employee the part time employee will return to their part time status without loss of seniority. Time spent in the full time position will be recognized as part time seniority. The provisions of Article 11.10 will not apply in this situation.

3.05 (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.

3.05 (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 (m) In the event a full time employee is on authorized leave in excess of 6 months or more the employer will fill the vacancy for that period with the most senior qualified part-time employee. The part time employee shall be paid at the applicable full time rate (exclusive of benefits and grandfathered employee rates) for that period. Upon the return of the full time employee the part time employee will return to their part time status without loss of seniority. Time spent in the full time position will be recognized as part time seniority. The provisions of Article 11.10 will not apply in this situation.

3.06 The absence of a full time employee working day shift from work for any reason, of an expected duration of more than five (5) working days will trigger the following:

The employer agrees to the replacement of such full time employee by a full time night shift employee on a rotational basis – per incident, provided that said employee has the competence and qualifications to perform all the duties of the function he or she will be moving into.

This movement of manpower will be limited to one move.

The employee's wages shall be determined by the classification of the position they assume, not by the wage rate of the employee they replace, specifically the grandfathered employees.

ARTICLE IV – SUNDAY, HOLIDAY AND SPECIAL NIGHT WORK

4.01 The following days 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 |
| -December 26 th | -New Brunswick Day
(N.B. employees only) |
| | -P.E.I. Day
(P.E.I. employees) |

or such other days as may be observed for such holidays. Effective 11/23/81, 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 his intent to schedule said holiday.

4.02 Any employee required to work on any of the above designated holidays shall be paid therefore at two (2) times the regular hourly rate applicable to the classification in which he 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.

The employee so required will have the option to request another day *off* in lieu of the premium referred to above. The employer and the employee must agree to a convenient date should the employee choose to take time Off.

4.03 a) Notwithstanding any other articles in the Collective Agreement, any employee required to perform Special Sunday work shall be paid at two (2) times the regular hourly rate applicable to the classification in which they are assigned on such day 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.

b) Regularly scheduled Sunday work shall be paid at regular rates of pay applicable to the classification in which an employee is assigned on such day, and such employee shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay for each call to

work. Such hours shall be included in the regular weekly hours of work for that week.

- 4.04 Any employee required to perform special night work shall be paid therefore at one and one-half (1½) times the regular hourly wage rate applicable to the classification to which he 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 included in the regular weekly hours of work for that week. Special night work shall be that work performed at night after the employee has checked out and his paid time stopped upon completion of his regular scheduled day of work. It is generally seasonal and not recurring in nature. The EMPLOYER reserves the right to designate whether an assignment shall be considered as special night work, an extension of a daily run or assignment or as a regularly scheduled run.
- 4.05 Special Sunday, holiday and special night work shall be assigned to regular full-time employees in rotation in order of their overall seniority. In the event the number of regular 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 accept such assignment, the EMPLOYER reserves the right to assign the junior regular full-time employee qualified to perform the work.
- 4.06 Notwithstanding any other articles in the Collective Agreement, any regular full-time employee assigned to work on their scheduled day off shall be paid at one and one-half (1½) times the regular hourly wage rate applicable to the classification in which they shall be assigned to work and shall be guaranteed a minimum of four (4) hours of work or the equivalent of pay thereof for each such call to work. The EMPLOYER shall be privileged but not obligated to work full-time employees on their scheduled day off.
- 4.07 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.
- 4.08 If work is required to be performed on an overtime basis, regular full-time employees shall be given preference to work such overtime work before assigning part-time employees to such overtime work. If an employee who is scheduled for an overtime assignment shall request off that assignment or if he shall be unavailable to work such assignment, then this will be treated and counted as though he had actually worked the assignment and

he will next be assigned when his turn comes around on the next occasion. In the event an insufficient number of employees accept 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.

ARTICLE V - VACATIONS

- 5.01 Regular full-time employees who have completed one (I) full year of service as such during the previous calendar year, January 1st through December 31st, shall be granted a vacation of two (2) weeks with pay. Regular full-time employees who have completed five (5) 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 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 eighteen (18) years of service as such the previous calendar year shall be granted a vacation of five (5) weeks with pay.
- 5.02 Vacation pay for regular 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.
- 5.03 If a designated holiday occurs during any employee's paid vacation, they shall be granted one (I) additional day's pay in lieu thereof computed on the basis of eight (8) hours at straight time hourly rate or he shall be granted one (1) additional day off with pay provided the date of such day off shall be mutually agreed upon between the EMPLOYER and the employee.
- 5.04 The vacation period for each year shall extend from January 1st to December 30th. Vacations must be taken during the vacation year.
- 5.05 Employees shall select their respective vacations in order of their Branch Seniority within the bargaining unit however; the EMPLOYER shall determine the maximum number of employees who may be absent on vacation during any week. In Saint John three (3) employees will be allowed to take their vacation at the same time provided operations permit it. The EMPLOYER will permit two (2) employees to be off on vacation during the period of December 15th and December 31st provided operations

permit it. It is further agreed to allow two employees to be off at one time in Moncton, Fredericton, & Charlottetown provided operations permit.

Selection by order of seniority will commence by March 1st. Employees will be invited in order of seniority commencing March 1st and each employee will be given two days to make their choice. As an example # 1 on the list has to pick by midnight on the 2nd, #2 on the list has to pick by midnight on the 4th.

The vacation schedule shall be posted by January 1st of each year

Employees, who have not selected or taken all of their vacation by October 1st, will have such vacation period determined by the EMPLOYER.

Any employees wishing to take vacation during the period from January 1st, to March 1st, shall be permitted to do so in accordance with seniority on a first come basis.

5.06 In the event a regular full-time employee shall complete less than one (1) full year of continuous service as such during the previous calendar year, they shall be granted a prorated 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 total earnings for the previous calendar year.

5.07 In the event the employment of a regular full-time employee, shall be terminated, they shall then be paid for all vacation they have earned during the last full calendar year but not taken, plus prorated vacation pay computed at four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) as the case may be, of the employee's earnings during the current calendar year.

Part-time employees terminated, will be paid in accordance with Part III of the Canada Labour Code.

ARTICLE VI - SENIORITY

6.01 There shall be one (1) full-time seniority list and one (1) part-time seniority lists for each of the following locations: Charlottetown, PEI, Bathurst, Moncton, Fredericton, Saint John, NB.

- 6.02 Seniority will be determined at random by a flip of a coin for employees hired on the same day by the Employer.
- 6.03
- a) Branch Seniority shall prevail with respect to layoffs and to re-employment after layoffs, irrespective of classifications, provided employees are qualified to perform the work required.
 - b) Division Seniority shall prevail with respect to all other clauses of the Agreement unless otherwise stated.
- 6.04 Notices of vacancies or promotions shall be posted on a bulletin board for five working days.
- 6.05 The EMPLOYER may refuse the promotion of an employee but upon request from the UNION must show reasonable cause for such refusal. The promotion of an employee to a higher classification shall be made subject to a trial period of three (3) months during 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 classification covered by this Agreement and to designate what run an employee shall work upon.
- 6.06 The EMPLOYER reserves the right to determine the skills, ability and qualifications of any employee to be promoted from part-time status to full-time status and its decision shall be final.

TRAINING

- a) When a vacancy is created, the position will be offered to the most senior full-time employee applying in writing for such vacancy.
- b) The Employee will be subject to a training period not to exceed thirty (30) working days. The performance of the employee will be reviewed bi-weekly during said period.
- c) At the expiration of the period of thirty (30) working days, management will make a determination as to the success or failure of the training period. At this time, the employee will be promoted to the full time vacancy or will revert back to his/her former position.
- d) Management's decision in this case will be final.

Management will provide written response to an unsuccessful employee.

6.07 The EMPLOYER agrees to furnish the UNION with a new and accurate seniority list on January 15th and June 15th of each year.

6.08 a) Any employee who shall be transferred out of the bargaining unit hereby covered but who remain in the employ 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 rights under this Agreement.

b) Article 6.08 (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 lay-off status for a period of eighteen (18) months or more;
- (iv) they fail to report to work after a lay-off, 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 bona fide emergencies.

c) Full time employees who have taken full time employment in another organization or company will be classified as having resigned their employment with Brink's Canada Limited, and should they remain as part time employees, will be placed at the bottom of the part time seniority list.

It is understood that such full time employees will have lost his full time seniority and all privileges attached to it.

ARTICLE VII – UNIFORMS

7.01 The EMPLOYER shall furnish and pay for uniforms for employees as required. The style type and quantity of specific items shall be determined by the EMPLOYER. Such uniforms shall remain the property of the EMPLOYER. All uniform items, including shirts, shall be replaced on a one

for one exchange basis 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 \$275.00 for all employees that work on the road. A list of approved vests appears 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.

At the request of the employee, vests shall be replaced upon expiration of the manufacturer's warranty. All vests purchased must have a minimum five (5) year warranty. Upon issue of a new vest, the employee shall turn in the existing old vest for proper disposal by the Company.

7.03 Shirts will be issued to the part time employees based on their average number of workings days in a week. That is to say that an employee who works on average three (3) days per week will receive three (3) shirts and an employee who works two (2) days per week on average will receive two (2) shirts.

ARTICLE VIII – DUTIES AND FUNCTIONS OF EMPLOYEES

8.0 As per Employee Handbook.

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.

ARTICLE X – SHOP STEWARDS

10.01 The EMPLOYER acknowledges the right of the UNION to elect one (1) steward for the Moncton branch, and one (1) steward for the Saint John branch, one (1) steward for the Bathurst branch, one (1) steward for the Prince Edward Island branch and one (1) steward for Fredericton for the employees covered by this Agreement. The steward will accompany any employee at his request, meeting with management for grievance discussion. The steward may call for a UNION representative by appointment if he so requires.

- 10.02 The stewards' duties shall in no way conflict with the duties of the EMPLOYER, and they shall be held responsible for the same quantity and quality of work as other employees.
- 10.03 The EMPLOYER shall not discriminate against the steward 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, he 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 employees covered by this Agreement shall be guided by reasonable rules and instructions promulgated by the EMPLOYER from time to time. The UNION shall be given prompt notice in writing of new rules or regulations established by the EMPLOYER. The reasonableness of any rules shall be the proper subject of arbitration.
- 11.03 A completed weekly schedule of work showing the days of work, days off, starting time and run assignments for all employees will be posted on Thursday noon of the preceding week except in the case of a week in which a Federal or Provincial holiday falls.
- Once posted, changes may be made in said schedule when weekly guarantees have been satisfied as per Article 3.02 above; 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.

- 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 pay day by payroll cheque or direct deposit, at the employees choice.
- 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 Except as provided to the contrary in this Collective Agreement, regular full-time employees called to work shall receive a minimum of four (4) hours of work or the equivalent thereof in pay and all part-time employees called to work shall receive a minimum of three (3) hours of work or the equivalent thereof in pay.
- 11.09 No employees shall be required to work a split shift without being compensated for the minimum daily guarantee on each call.
- 11.10 Whenever forty (40) hours of work shall be available to a single part-time employee in excess of the regularly scheduled work then guaranteed to regular full-time employees and exclusive of work in relief of employees absent or on vacations, emergencies and Special Sunday and holiday work, additional employees shall be added to the list of regular full-time employees. Conversely, whenever forty (40) hours of work shall not be available to the junior full-time employee on a regular basis exclusive of work performed in relief covering absenteeism, vacations and emergencies and exclusive of Special Sunday, holiday and special night work, the EMPLOYER reserves the right to reduce the junior regular full-time employee to part-time status or the employee may elect layoff instead. If the employee elects layoff at this time, such layoff shall be final until recall to regular full-time. Any regular full-time employee who is reduced to part-time status as a result of a reduction in the EMPLOYER'S work requirements, shall receive preference to scheduled work assignments over all other part-time employees up to the weekly guarantee of hours in effect for regular full-time employees provided such employee makes himself available to work for the EMPLOYER at all times.

An employee who is demoted to part-time status shall be placed on the part-time seniority list in accordance with their date of hire. Part-time seniority will only be lost in accordance with the provisions of 6.08 b) governing loss of seniority.

- 11.11 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, provided, he shall have no right or access to the security area.
- 11.12 The EMPLOYER shall provide a course of training by a qualified instructor for those employees who are otherwise qualified and who wish to become messengers, and for those employees holding chauffeur's license who wish to become drivers.
- 11.13 If employees are required to remain out of town over night, 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 forty dollars (\$40.00). The employee shall be paid a minimum of eight (8) hours for each day for such layover.
- 11.14 Employees will be paid a meal allowance of \$12.00 when their hours worked exceed 13.0 hours per shift.
- 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. These breaks are not to include refueling.
- 11.15 Full time employees will be paid a minimum of four (4) hours at straight time, twice (2) per year for the purpose of shooting practice and qualification. Part time employees will be paid a minimum of three (3) hours at straight time, twice (2) per year for the purpose of shooting practice and qualification. These hours will be considered training hours and will not go towards the accumulation of overtime.
- 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.
- 11.16 Should an employee from one operating center be required to perform bargaining unit work in another center, they will be paid for their travel time to and from these centers, in addition to the applicable mileage or the use of a company vehicle.

This will be in effect only after: a) all local bargaining unit members have been canvassed to work b) then the local Supervisor will be canvassed. After the above is exhausted, a bargaining unit member will be called in from another area.

ARTICLE XII – ABSENCE

- 12.01 The EMPLOYER agrees to carry Worker's 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. The Company will abide by all Provincial Worker's Compensation Rules and Regulations in either New Brunswick or Prince Edward Island. The Employer will pay Worker's Compensation Premiums.
- 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 Worker's Compensation protection for all employees even though not required by Provincial law or the equivalent thereof if the injury arose 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 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, such employee shall be paid eight (8) hours at the regular straight time hourly rate for each day the employee is required to so appear. This amount shall be reduced by any wages paid for work performed on days of such appearance and/or any witness fees to which the employee may be entitled.

12.6 If any employee is subpoenaed as a witness where the EMPLOYER is involved, the EMPLOYER will pay for all time lost as a result of said subpoena.

12.07 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. In the event the funeral is out of the Province, an extension of two days without pay will be added, if requested, for travel time.

12.08 Leave of Absence:

- a) Any employee desiring leave of absence from his/her 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 must be secured from both the UNION and EMPLOYER. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in complete loss of seniority rights for employees involved.
- b) In the event an employee is elected or appointed to service as a UNION official, such employee shall be granted a leave of absence for the sole purpose of accumulating seniority hereunder up to a maximum period of one (1) year. Such employee shall have the right to return to work for the EMPLOYER at the expiration of such leave, provided they meet the EMPLOYER'S normal requirements for employment at that time.

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 a 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 15.
- 13.02 The Company will install and properly maintain heaters and air conditioning on all Company vehicles.
- 13.03 The EMPLOYER shall provide an appropriate form for drivers to report defective equipment with sufficient copies for both the driver and the EMPLOYER.
- 13.04 Company to provide emergency and first aid kits on the OTR runs.

ARTICLE XIV – BULLETIN BOARDS

- 14.01 A bulletin board shall be located 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. The bulletin board shall be locked. (Company agrees to Bulletin Boards in Fredericton, Moncton, Bathurst, & Charlottetown)
- 14.02 The UNION may post notices of UNION meetings and other activities on such bulletin board provided for the purpose. Such notices shall first have the approval of the EMPLOYER.

ARTICLE XV – GRIEVANCE PROCEDURE

- 15.01 Difference of interpretation or the violation by the EMPLOYER or any employees of any of the provisions of this Agreement, except where stated, 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 Grievances shall be made in writing and presented by the steward to the Manager, or in his absence to the person then acting as Manager, within ten (10) working days of the time of its occurrence or the discovery thereof which shall be limited to thirty (30) calendar days from the date of the act which prompted such grievance. If the grievance is not settled within the ten (10) working days from the presentation to the Manager, it shall be referred by the steward to the business representative of the UNION.
- 15.03 If no mutually satisfactory settlement shall be concluded by the UNION and the Manager within ten (10) days, either party may refer the matter to arbitration as provided in Article 16.

ARTICLE XVI – ARBITRATION

- 16.01 Any grievance between the Employer and the Union which cannot be satisfactorily adjusted between them as per Article XV of this Agreement, shall be referred to and immediately taken up within forty-five (45) calendar days after a final decision has been received on any grievance, 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. The Minister of Labour shall appoint an Arbitrator, should the parties be unable to agree on the appointment of a single Arbitrator.

ARTICLE XVII – EMPLOYER’S 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.
- 17.02 The location of the branches where employees shall report for work and finish work, the type and kind of service to be rendered, 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, provided the EMPLOYER shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of the Agreement.
- 17.03 The EMPLOYER reserves the right to discipline and discharge employees for just cause. It is agreed that among other acts, dishonesty, use or possession of alcoholic beverages or any illegal, non prescribed drugs while on duty are just cause for discharge.

ARTICLE XVIII GROUP INSURANCE PLAN

The Employer shall provide full-time employees with a Group Insurance Plan which shall be identical to 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:	Amount: \$30,000.00.
Accidental Death & Dismemberment Insurance:	Amount: The same as the amount of Group Term Life Insurance.
Weekly Accident & Sickness Benefits:	An amount equal to 65% of your weekly earnings (rounded to the next higher multiple of \$1.00 if not already a multiple thereof), up to the maximum amount provided under the Unemployment Insurance Act of Canada.
Long Term Disability Insurance:	Monthly Benefit: Amount equal to 60% of your monthly earnings as of the commencement of Total Disability.
Major Medical Plan:	As per Master Policy.
Lifetime Maximum:	\$250,000 per covered person.
Termination:	At your attainment of age 65 or your retirement, if earlier.

DENTAL CARE COVERAGE:

Basic and Major Services are shown in the list of Dental Services of the Policy.

Maximum:	\$1,000 per Covered Person in a Calendar Year, to a lifetime maximum of \$5,000 per Covered Person.
Termination:	At your attainment of age 65 or your retirement if earlier.

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

18.02 The EMPLOYER shall retain twelve/twelfths of the U.I.C. premium reduction.

ARTICLE XIX – PENSION PLAN

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:

19.02 a) \$5.50 multiplied by the years of Credited Service (computed to the closest ½ year), plus;

β) 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. For more information, please consult the booklet on “Retirement Plan for Brink’s Group Companies in Canada”.

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 New Brunswick and PEI. This committee shall meet on an ad hoc basis as required and consist of four members, two representing the Union and two representing the Company. 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 as required.

X

ARTICLE XXI – TERM OF AGREEMENT

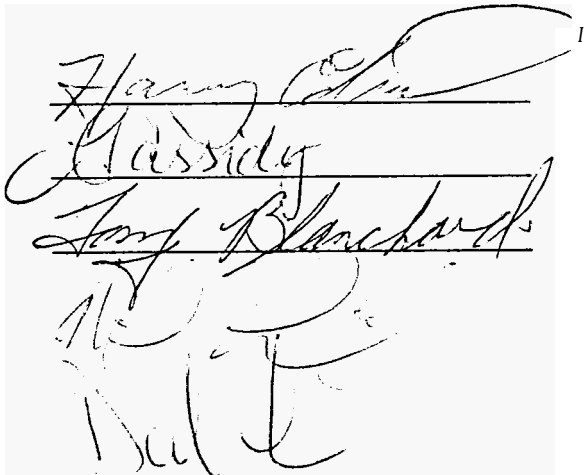
21.01 This Agreement shall be for a period commencing the December 22nd, 2005 continuing for three (3) years.

21.02 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.

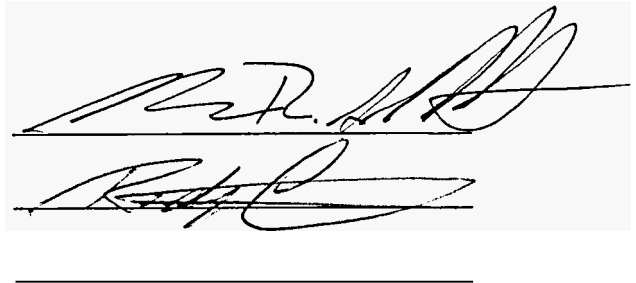
In witness whereof the parties hereto have hereunto caused this Agreement to be executed by their officers and representatives thereunto duly authorized the date and year first above written.

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN,
LOCAL UNION NO. 927, for the Province of
New Brunswick

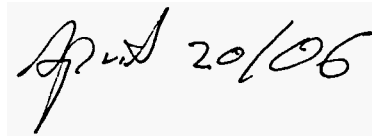
BRINKS CANADA LIMITED



Handwritten signatures of teamsters representatives: Harry [unclear], Cassidy, Tony Blanchard, [unclear], and [unclear].



Handwritten signatures of Brinks Canada Limited representatives: [unclear] and [unclear].



April 20/06

A.T.M. ADDENDUM

- 1.0 Employees working in the classifications of A.T.M. Technician shall be entitled to the terms and conditions of the Saint John, Moncton, Bathurst, Fredericton and P.E.I. Collective Agreement, except as herein amended supplemented or modified. In the event there is a conflict between the terms of this addendum and the New Brunswick 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 available to perform such work on a timely basis.

HOURS OF WORK

- 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

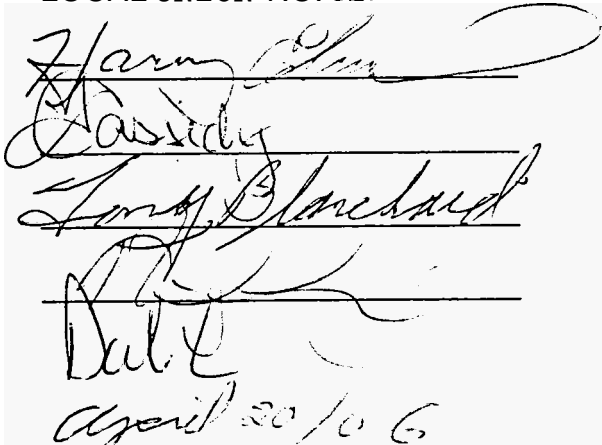
- 4.0 a) Any employee who is scheduled to work and does work on any of the designated holidays shall be guaranteed a minimum of four **(4)** hours of work or the equivalent thereof in pay at one and one half (1 ½) times his basic hourly rate or at the EMPLOYER'S option shall be granted a substitute day 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.
- 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 Sunday or on his scheduled day off shall be paid therefore at straight time the regular hourly wage rate applicable to the classification in which he 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. 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).

- (9) The employees may be scheduled to be on call for a full day (16 or 17 hours). In this case the hours will be split into two shifts of 8 or 8.5 hours. Each shift will be treated separately.

In witness whereof, the parties hereto have hereunto caused the Addendum to be executed by their officers and representative thereunto duly authorized the date and year written below.

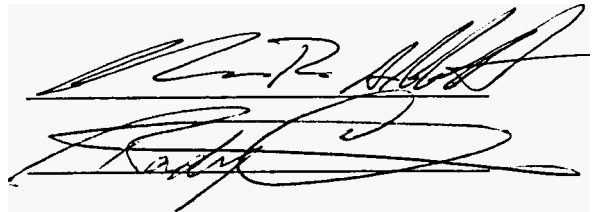
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 927



Three handwritten signatures in cursive script, each written over a horizontal line. The signatures appear to be: "Harm...", "Cassidy", and "Leroy Blanchard".

Date

BRINKS CANADA LIMITED



Two handwritten signatures in cursive script, each written over a horizontal line. The signatures are illegible.

April 20/06
Date

LETTER OF UNDERSTANDING

between

BRINK'S CANADA LIMITED

and

TEAMSTERS LOCAL UNION 927

CURRENT FULL TIME EMPLOYEES


The six (6) senior positions in New Brunswick and PEI will retain their current armoured rate provided that Brink's Canada Limited is capable of retaining the current level of revenues in business in the armoured side of its operations in New Brunswick and PEI. Effective with the signing of this agreement the six positions when vacated will be carried forward for occupancy by the next senior employee subject to the conditions outlined in this letter. These positions will remain in effect for the life of the agreement.

Should Brink's Canada Limited, New Brunswick / P.E.I. suffer a significant loss of business, then the employees in positions identified will retain their rights and privileges as conferred by the Collective Agreement, but the wages will be modified to reflect the newly negotiated wages as appearing in the Transportation section of Article II of the current Collective Agreement.


AGREED on this 10 day of June A.D. 2006.

TEAMSTERS LOCAL UNION 927


Harvey Edwards




Tony Blanchard



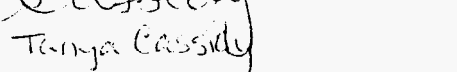
Neil Lacroix



Dale Laroëque




Tanya Cassidy



BRINKS' CANADA LIMITED

Ken Joudrey

General Manager, Atlantic Region



Randy Curnew

Branch Manager Saint John, NB



LETTER OF UNDERSTANDING

between

BRINK'S CANADA LIMITED

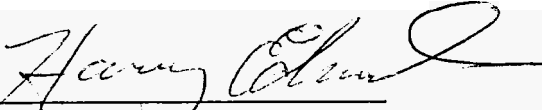
and

TEAMSTERS LOCAL UNION 927


The Company and the Union agree that employees demoted to part-time status would retain whatever part-time seniority they have already acquired, and that such part-time seniority will only be lost once they have satisfied the requirements for loss of seniority as contain in 6.08 b).

AGREED on this 18 day of Sept A.D. 2002.

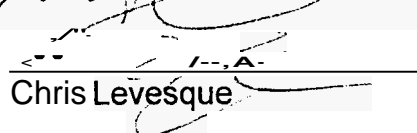
TEAMSTERS LOCAL UNION 927:


Harvey Edwards

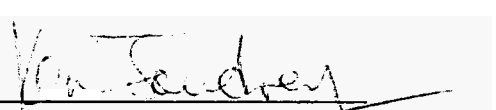

Tony Blanchard

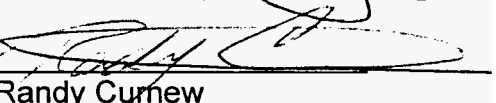

Mike Fraelic



Ulysses LeBlanc


Chris Levesque

BRINKS, CANADA LIMITED


Ken Joudrey
General Manager, Atlantic Region


Randy Curnew
Branch Manager Saint John, NB



LETTER OF UNDERSTANDING

between

BRINK'S CANADA LIMITED

and

TEAMSTERS LOCAL UNION 927


TRAINING


- a) When a vacancy is created, the position will be offered to the most senior full-time employee applying in writing for such vacancy.
- b) The Employee will be subject to a training period not to exceed thirty (30) working days. The performance of the employee will be reviewed bi-weekly during said period.
- c) At the expiration of the period of thirty (30) working days, management will make a determination as to the success or failure of the training period. At this time, the employee will be promoted to the full time vacancy or will revert back to his/her former position.
- d) Management's decision in this case will be final.

Management will provide written response to an unsuccessful employee.


AGREED on this 18 day of Sept A.D. 2002.


TEAMSTERS LOCAL UNION 927


Harvey Edwards

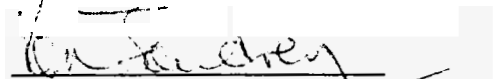

Tony Blanchard



Mike Fraelic


Ulysses LeBlanc


Chris Levesque

BRINKS' CANADA LIMITED


Ken Joudrey
General Manager Atlantic Region


Randy Curnew
Branch Manager Saint John, NB



LETTER OF UNDERSTANDING

between

BRINK'S CANADA LIMITED

and

TEAMSTERS LOCAL UNION 927

CURRENT FULL TIME EMPLOYEES

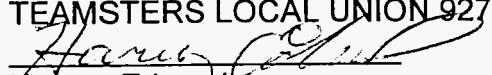
The positions identified below will retain their current armoured rate provided that Brink's Canada Limited is capable of retaining the current level of revenues in business in the armoured side of its operations in Saint John, New Brunswick. Effective with the signing of this agreement the six positions when vacated will be carried forward for occupancy by the next senior employee subject to the conditions outlined in this letter. These positions will remain in effect for the life of the agreement.

- Armoured Position - Saint John
- Armoured Position - Saint John
- Armoured Position - Saint John
- Armoured Position - Saint John
- Armoured Position - Saint John
- Armoured Position - Charlottetown

Should Brink's Canada Limited, Saint John, New Brunswick / P.E.I. suffer a significant loss of business, then the employees in positions identified will retain their rights and privileges as conferred by the Collective Agreement, but the wages will be modified to reflect the newly negotiated wages as appearing in the Transportation section of Article II of the current Collective Agreement.

AGREED on this 18 day of Sept A.D. 2002.

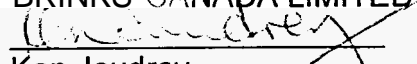
TEAMSTERS LOCAL UNION 927


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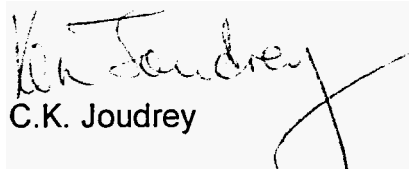
August 23, 2002

Mr. Harvey Edwards
Representative
Teamster's Local Union 927
Alma Crescent
Halifax, NS
B3N 2C4

Dear Harvey:

This will confirm that the employees of Charlottetown will receive a minimum of three (3) hours pay when they respond to an ATM call in either Summerside or Borden.

Yours truly,



C.K. Joudrey

c.c. Richard Moore, Labour Relations Manager, Brinks

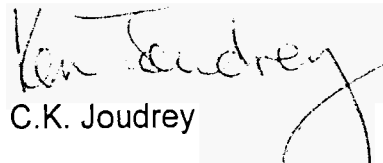
A: st 23, 2002

Mr. Harvey Edwards
Representative
Teamster's Local Union 927
Alma Crescent
Halifax, NS
B3N 2C4

Dear Harvey:

This will confirm the following in relation to ATM on call work in New Brunswick and PEI. The employees may be scheduled to be on call for a full day (16 or 17 hours). In this case the hours will be split into two shifts of 8 or 8.5 hours. Each shift will be treated separately.

Yours truly,



C.K. Joudrey

c.c. Richard Moore, Labour Relations Manager, Brinks

