

OTTAWA, CANADA

SOURCE	Company
EFF.	24 09 84
TERM.	20 09 87
NO. OF EMPLOYEES	100
NON-EMPLOYEES	0

09/24/84 to 09/20/87

This agreement made and entered into this 19th February 1986 by and between Brink's Canada Limited, party of the first part, hereinafter referred to as the EMPLOYER and the EASTERN ONTARIO BRINK'S EMPLOYEE ASSOCIATION party of the second part hereinafter referred to as the ASSOCIATION.

PREAMBLE

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

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

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

ARTICLE 1 - ASSOCIATION RECOGNITION

- 1.01 This agreement shall cover all employees of the EMPLOYER working at or out its Ottawa, Ontario office in the classifications of assistant-cashiers, messengers, drivers, guards, coin rollers, janitors and money room clerks.
- 1.02 The EMPLOYER recognizes the ASSOCIATION as the sole collective bargaining agent of the employees covered by this agreement.
- 1.03 a) The EMPLOYER may utilize office or outside part-time help for peak work! unanticipated emergencies or contingencies and to meet the work requirements of the EMPLOYER over and above the hours of work guaranteed to regular full-time employees. In such above mentioned cases, the EMPLOYER will first assign the work to vault personnel provided such employees possess the qualifications to perform the work required, that such assignment does not interfere with their regular assignment, and provided further that no additional cost will be incurred by the EMPLOYER. Vault personnel will be paid the rate of pay for the classification to which they are assigned.
- b) Part-time employees shall be scheduled for a maximum of four (4) days of work per week. Prior to assigning any one part-time employee to more than four (4) days of work in a week, the EMPLOYER shall first offer the work to regular full-time employees who may be scheduled off on the day such additional work occurs. Nothing herein shall require the EMPLOYER to change the schedule of a part-time employee originally scheduled for a maximum of four (4) days of work, who may subsequently be assigned to additional work on other days, during the week when no regular full-time employees were scheduled off and were available to accept such assignments.

The foregoing paragraph shall not apply during the period of May 15th to September 15th. During this period the EMPLOYER may schedule part-time employees for a maximum of five (5) days per week;

1.04 VAULT

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

ARTICLE 2 - ASSOCIATION MEMBERSHIP

- 2.01 All regular full-time and part-time employees now employed by the EMPLOYER and all regular full-time and part-time employees hereinafter employed by the EMPLOYER in the classifications listed in Appendix "A" and Appendix "B" attached hereto shall become members of the ASSOCIATION within thirty (30) calendar days and all such employees shall maintain their membership in good standing.
- 2.02 Notwithstanding any other articles in this agreement, newly hired employees shall be considered as probationary during the first ninety (90) days of their employment. During this period they may be terminated by the EMPLOYER without recourse to the grievance and/or arbitration provisions of this agreement.
- 2.03 On the first pay period of each month, the EMPLOYER shall deduct regular association dues from the wages of all regular full-time employees who have worked thirty (30) or more hours during the preceding month and for part-time employees who have worked twenty (20) or more hours during the preceding month.

In addition to the dues deductions outlined above, the EMPLOYER shall deduct an amount equal to the ASSOCIATION's initiation fees from each employee after the completion of the employee's probationary period. Such deduction shall be made in installments of twenty-five dollars (\$25) per week, and shall continue until the initiation fee is paid in full; such deduction shall be remitted to the secretary-treasurer of the ASSOCIATION along with the names of the employees from whom deductions were made at the same time as association dues are remitted.

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

- 2.04 The EMPLOYER shall furnish to the ASSOCIATION a list of new employees covered by this agreement taken into employment by the EMPLOYER within fourteen (14) calendar days of their being hired. The EMPLOYER shall, at the time of hiring, inform the employee as to his status regarding whether he is a full-time or part-time employee.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-Time Employees

Regular full-time employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week.

3.02 Part-Time Employees

Part-time employees are those employees who are not regularly scheduled for forty (40) hours per week or are not available to work for the EMPLOYER at all times or do not make the EMPLOYER their principal place of employment.

ARTICLE 4 - PICKET LINES, STRIKES, LOCK-OUT

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

ARTICLE 5 - SENIORITY

5.01 Seniority for regular full-time employees shall be determined by the date on which such employees become regular full-time employees.

5.02 Promotions to higher classifications within the bargaining unit shall be made in accord with seniority, provided that the employees considered for promotion must possess the qualifications and ability necessary for the higher classification. The EMPLOYER shall determine the qualifications and ability of employees considered for promotion, provided such determination shall not be unreasonable and shall be subject to the grievance procedure. Any employee who has been promoted to a higher classification with the bargaining unit and after a reasonable trial period does not meet the EMPLOYER's requirements for the higher position shall be restored to his former position and shall retain his seniority.

5.03 Any employee who has been promoted to a higher classification outside the bargaining unit and after a reasonable trial period not to exceed six (6) months, does not meet the EMPLOYER's requirements for the new position, or the employee wishes to return to his former position, he shall be restored to his former position and shall retain his seniority therein. The foregoing shall be applied only once to any individual employee during the term of this agreement.

- 5.04 Demotions or layoffs within the bargaining unit shall be made in accord with seniority; provided, the employees considered for such change in status must possess the ability and qualifications necessary to perform the work of the EMPLOYER. The EMPLOYER shall determine the ability and qualifications of employees considered for such changes in status, provided such determination shall not be unreasonable, and shall be subject to the grievance procedure.
- 5.05 Whenever the guaranteed number of hours of work per week shall be regularly available to a single part-time employee, in excess of the regularly scheduled work then guaranteed to regular full-time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, holiday and night work, then another employee will be added to the list of regular full-time employees.
- 5.06 In the event the work requirements of the EMPLOYER shall be reduced due to loss of business or curtailment of the EMPLOYER's operation, to the point that the guaranteed number of hours of work per week shall not be regularly available to all of the regular full-time employees, the EMPLOYER shall have the right to reduce junior regular full-time employees to part-time status.
- 5.07 Regular full-time employees who may be demoted to the status of part-time employees, shall hold top seniority among the part-time employees, shall have first call to assignments with greater earning opportunities and shall be first in line for promotion to regular full-time status.
- 5.08 An employee shall lose seniority in any of the following events:
- a) He is discharged;
 - b) He quits;
 - c) He fails to report to work after a layoff, within three (3) days after being notified by registered mail;
 - d) He fails to report to work at the expiration of a leave, of absence except in case of a bona fide emergency;
 - e) He is absent from work for three (3) days without immediately notifying the EMPLOYER;
 - f) He is promoted and remains outside of the bargaining unit six (6) months or longer;
 - g) An employee who is ill or injured and unable to work shall be terminated unless acceptable medical evidence confirms that the employee will return to normal duties in the reasonable foreseeable future.
- 5.09 Part-time employees shall have no seniority under this agreement except as provided in article 5.07.
- 5.10 Three (3) separate seniority lists will be maintained by the EMPLOYER:
- a) Regular full-time truck personnel.
 - b) Vault personnel (assistant-cashiers).
 - c) Regular full-time money room clerks.

- 5.11 1. Notwithstanding the provisions of article 5 of this agreement, in the event a regular full-time vacancy occurs on the truck seniority list, regular full-time employees on the vault list shall be permitted to bid on such openings subject to seniority, ability and qualifications.
2. In the event a regular full-time employee on the vault seniority list transfers as provided in (1) above, such employee shall be granted seniority based on the date of transfer. Such seniority date shall apply for all purposes except length of vacation and pension entitlement when overall seniority shall apply.
3. In the event a full-time vacancy occurs on the vault seniority list, the EMPLOYER reserves the right to determine who shall file such opening regardless of seniority and regardless of the provisions of article 5 of the agreement.
- 5.12 The EMPLOYER shall post a vault schedule weekly showing work assignments in the vault.
- 5.13 The association representative shall be the last man to be laid off, provided the employee possesses the qualifications. When there are more than one (1) association representative, their overall seniority shall determine the order of lay off amongst association representatives.
- 5.14 A notice of all vacancies occurring in any classification hereby covered shall be placed on the bulletin board on the EMPLOYER's premises at least five (5) working days prior to filling of such vacancy.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

ARTICLE 7 - ASSOCIATION REPRESENTATIVE

- 7.01 The association representative shall be elected by the membership or appointed by the ASSOCIATION, whose duty it shall be to see that all members live up to the rules of the EMPLOYER and the ASSOCIATION. The association representative shall not be discriminated against in his employment because of performing the duties of his office.
- 7.02 The association representative shall be permitted reasonable time to investigate, present and process grievances on the EMPLOYER's property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the association representative's regular working hours shall be considered working hours in computing overtime if within the regular schedule of the representative. The association representative's activities shall not interfere with the EMPLOYER's business.
- 7.03 Time cards shall be made available to the association representative weekly, upon request, to determine the hours worked by various employees covered by the agreement.
- 7.04 Any employee who may be called into the manager's office for disciplinary action or to receive a reprimand shall be informed of his right to have an association representative present if he so desires, providing nothing herein shall restrict the EMPLOYER from calling an employee for investigation or questioning on any phase of the EMPLOYER's operations; and if the association representative shall be present on any of the above conditions, he shall in no way interfere with or obstruct such investigation or questions. The EMPLOYER reserves the right to suspend an employee immediately, when in its judgment circumstances warrant such action, but will delay final disposition until the association representative is available and provided further that the employee has requested that an association representative be present. Such actions will be taken only in extreme or unusual circumstances.
- 7.05 If an association representative is not available (due to holidays, sickness, etc.), an association executive will be named to take the place of the association representative who is not available.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- 8.02 Any complaint, disagreement between the parties to this agreement which concerns the application or interpretation of the terms and provisions of this agreement shall be considered a grievance.

8.03 Any employee, the association executive or the EMPLOYER may present a grievance. Any party desiring to submit the grievance must submit a written statement of such grievance to the EMPLOYER within ten (10) working days after the act which prompted such grievance or the date of discovery thereof. Any grievance submitted after such date shall be null and void. The grievance shall thereafter be processed in accordance with the following steps, time limits and conditions herein set forth:

Step 1: The grievance shall first be taken up with the chief dispatcher or the assistant manager in that order. The chief dispatcher or the assistant manager shall, within four (4) working days after receipt of such grievance, give written answer to such grievance.

Step 2: In the event the grievance is not settled in the manner set forth in Step 1, the ASSOCIATION may appeal it by giving written notice of such appeal within seven (7) working days after receipt of the supervisor's written answer to the grievance. Such appeal shall be made to the branch manager or his designate, who shall discuss it with the association representative. The branch manager or his designate shall give a written answer to the grievance within four (4) working days after the close of discussion.

8.04 Any employee shall be allowed to inspect his own personal file.

8.05 It is intended that the time limits as set forth in this article be strictly adhered to. Such time limits may be extended upon mutual agreement of the parties.

8.06 In the event the employer's representative fails to give a written answer within the time limits as hereinabove set forth, the ASSOCIATION may appeal the grievance to the next step at the expiration of such time limit.

ARTICLE 9 - ARBITRATION

9.01 In the event the grievance is not settled in the manner set forth in Step 2 in the preceding article, either party may request that it be submitted to a Board of Arbitration in accordance with the procedures and conditions set forth herein. Such request for arbitration must be made within ten (10) working days after receipt of the branch manager's answer.

9.02 The Board of Arbitration shall consist of three (3) persons, one to be selected by the EMPLOYER, one by the ASSOCIATION and a third member to be selected by these two. These three (3) individuals shall constitute a committee to adjust said difference. The decision of the Board shall be final and binding upon both the EMPLOYER and the ASSOCIATION. Upon mutual agreement of the EMPLOYER and the ASSOCIATION, any arbitration matter may be heard by a single arbitrator. In the event, the parties fail to agree on such single arbitrator, the matter must be referred to the Board of Arbitration referred to above.

- 9.03 No person involved either directly or indirectly in the controversy under consideration shall be an arbitrator.
- 9.04 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be governed by the provision of this agreement. The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement.
- 9.05 The expenses of the arbitrator shall be borne equally by the EMPLOYER and the ASSOCIATION.

ARTICLE 10 - WAGE RATES AND HOURS OF WORK

- 10.01 Except as specifically provided to the contrary elsewhere in this agreement, and employee assigned to work in a higher classification shall receive the straight time hourly rates, applicable to the higher classification as listed in Appendix "A" and "B" attached hereto for all hours actually worked in such higher classification, and provided further that no employee shall suffer a loss in his straight time hourly rate by reason of his being assigned to work in a lower classification.
- 10.02 The regular hourly wage rates listed in Appendix "A" and "B" attached hereto shall apply to the first forty (40) hours of work performed in each week for all employees. All hours worked in excess of forty (40) in any week or in excess of nine (9) hours in any one day (for highway runs in excess of ten (10) hours) shall be deemed overtime and shall be paid for at one and one-half (1½) times the regular hourly wage rate. If an employee shall work in two or more classifications during the week, the hours worked in excess of forty (40) in any week shall be paid at one and one-half (1½) times the regular hourly rate applicable to the classification in which the hours in excess of forty (40) were worked.
- 10.03 Regular full-time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay. Such guaranteed hours shall be worked in five (5) days or less per week. The EMPLOYER shall designate the days of each week on which the employees shall work, and the EMPLOYER shall be privileged but not obligated to work employees in excess of the number of hours guaranteed per week, and to work such employees on their scheduled day off.
- 10.04 Regular full-time employees called to work shall receive a minimum of eight (8) hours of work or the equivalent thereof in pay for each regular daily call to work, Monday through Friday, six (6) hours on Saturday. Part-time employees called to work shall receive a minimum of four (4) hours of work or the equivalent thereof in pay for each regular daily call to work, Monday through Saturday.

- 19.05 Whenever employees are left at a payoff or other location of work with instructions to go home from that point, they shall be paid for time to return to the office.
- 10.06 If an employee is required to go to the garage to pick up his truck before the commencement of his shift, or if he is required to return it to the garage at the end of his shift, he shall receive pay for this work.

ARTICLE 11 - SUNDAY, HOLIDAY, SPECIAL NIGHT WORK

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

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

The EMPLOYER shall designate which day shall be considered as Boxing Day under this agreement. In the event Heritage Day or any other Statutory (General) Holiday is proclaimed by either the Federal or Provincial Government, such day shall be added to the list of recognized holidays under the terms of this agreement.

- 11.02 Regular full-time employee who shall work a minimum of five (5) days during the thirty (30) calendar days immediately preceding one of the above-designated holidays shall receive eight (8) hours' credit (ten (10) hours credit if on a four (4) day schedule) for such holiday, and such hours shall be considered as hours worked and shall be added in the accumulated hours of work for that week.
- 11.03 Regular full-time employee required to work on any of the above-designated holidays shall be guaranteed a minimum of four (4) hours of work or the equivalent thereof in pay at one and one-half (1½) times the basic hourly rate applicable to the classification to which they are assigned to work on such holiday and such hours of work shall not be added in the regular weekly hours of work for that week.
- 11.04 If a regular full-time employee shall work three (3) or more days in a higher classification during the week in which a holiday shall occur, he shall be paid the holiday credit at the rate applicable to the said higher classification.

- 11.05 Holiday and special night work shall be assigned to regular full-time employees in rotation according to seniority, provided employees shall be qualified to perform the work available. In the event an employee is not qualified or relinquishes such assignment, then the qualified employee next in line according to seniority shall be assigned such work. Part-time employees may be used if regular full-time employees are not available in sufficient number. In the event insufficient employees accept such assignment, the EMPLOYER reserves the right to assign those qualified regular full-time employees with the least seniority.
- 11.06 Any regular full-time employee who may be recalled to perform special night work after having left the premises and completed his assignment for the day and punched out on the time clock, shall be guaranteed a minimum of two and one-half ($2\frac{1}{2}$) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half ($1\frac{1}{2}$) times the hourly wage rate applicable to the classification in which he is assigned. Such work shall not be included in the accumulated hours of work for that week and shall not apply against the weekly guarantee of hours.
- 11.07 If an employee's regularly scheduled daily work or work on his scheduled day off or on special night work shall extend into a holiday, or if such work shall start on a holiday, the EMPLOYER shall pay for those hours worked on the holiday at one and one-half ($1\frac{1}{2}$) times the regular hourly wage rate. Such hours worked on the holiday shall be applied against the hours of work guaranteed per week and per day or against the guaranteed hours of work for special night work, as the case may be.
- 11.08 Any regular full-time employee who is required to work on his scheduled day off shall be guaranteed a minimum of six (6) hours of work or the equivalent thereof in pay at one and one-half ($1\frac{1}{2}$) times the regular hourly wage rate applicable to the classification to which he is assigned on such work. Such hours shall not be included in the regular weekly hours of work for that week.
- 11.09 Work on a regular full-time employee's scheduled day off shall be assigned to regular full-time employees scheduled off on that day according to seniority, provided employees shall be qualified to perform the work available. In the event an employee is not qualified or relinquishes such assignment, then the qualified employee next in line according to seniority shall be assigned such work. In the event an insufficient number of employees accept such assignment, the EMPLOYER reserves the right to assign qualified regular full-time employees with the least seniority.
- 11.10 Notwithstanding any other provisions in the collective agreement employees assigned to work on Sunday shall be paid at the regular straight time hourly rate of the classification to which they are assigned to perform the work and shall be guaranteed four (4) hours of work or the equivalent thereof in pay. Such work shall be assigned by rotation to all qualified employees.

ARTICLE 12 - VACATIONS

- 12.01 The vacation period in each year shall extend from the first week in January up to and including December 15th. The period extending from April 1st to September 1st and the school spring recess shall be designated as prime time.
- 12.02 Vacations and vacation pay for all part-time employees and for regular full-time employees whose employment shall be terminated with less than one (1) year of service shall be granted and paid at the rate of four percent (4%) of the employee's total earnings during the period of his employment.
- 12.03 Regular full-time employees who have completed one (1) or more years of continuous service as regular full-time employees during the vacation season be granted two (2) weeks vacation with pay. Regular full-time employee who have completed five (5) or more years of continuous service as regular full-time employees during the vacation season shall be granted three (3) weeks vacation with pay. Regular full-time employee who have completed eleven (11) years or more of service continuously as regular full-time employees during the vacation season shall be granted four (4) weeks vacation with pay. Regular full-time employees who shall have completed eighteen (18) years or more of continuous service as regular full-time employees shall be granted five (5) weeks vacation with pay. Vacation pay shall be computed at the rate of two percent (2%) of the employee's annual earnings during the preceding calendar year, January 1st through December 31st, for each week of vacation. Vacation pay shall be given to the employee prior to the start of his vacation. The annual earnings referred to above shall be the amount shown on the respective employee's T-4 form (excluding such items as Canada Pension and OHIP).
- 12.04 Any regular full-time employee whose employment shall be terminated for any reason shall be paid for all vacation earned during the preceding calendar year but not previously taken, plus vacation pay for the current year computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of the employee's total earnings during the current calendar year.
- 12.05 Any regular full-time employee who shall be absent from work due to service connected sickness or non-service connected sickness or injury during any calendar year shall, for the sole purpose of having his vacation pay for that year computed, be credited with pay for the weekly guarantee of hours for each week of absence up to a maximum of thirteen (13) weeks in any years during which he was entitled to a full weekly benefit under the Workmen's Compensation Act or the Group Insurance Plan described in Article 13. It is understood and agreed that no employee shall be entitled to such credit described above unless he shall have actually worked under this agreement for a minimum period of thirteen (13) weeks during the year in which the absence occurred.

- 12.06 If a designated holiday occurs during any employee's paid vacation, he shall be granted one (1) additional day's pay in lieu thereof computed on the basis of eight (8) hours at straight time hourly rates 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.
- 12.07 Vacations and vacation pay for part-time employees shall be as required by the Canada Labour Standards.
- 12.08 Regular full-time employees shall select their vacations in order of overall seniority. Those regular full-time employees entitled to more than two (2) weeks vacation must split their vacation into two (2) separate periods. Such employees shall select one period in order of their overall seniority and shall select the second period only after all other employees have made their selection. Such employees may select three (3), four (4) or five (5) consecutive weeks, provided such selection shall be made after all other employees have made their initial selection. The EMPLOYER shall allow a maximum of fifteen (15%) of the total regular full-time work force off on vacation during any one (1) week. Employees with twenty (20) or more years of seniority will be allowed to select three (3) consecutive weeks of vacation and such a selection shall be considered as a prime time vacation selection. Employees with less than twenty (20) years service will not be allowed to schedule more than two (2) consecutive weeks during prime time.
- 12.09 The EMPLOYER shall post the vacation list on November 1st of each year. Commencing November 15th and ending December 1st, the EMPLOYER shall call upon employees in order of their overall seniority to make their first selection. An employee must make a vacation selection at that time or any time thereafter, but only from the weeks available at the time selection is made. Commencing December 2nd and ending December 15th, the EMPLOYER shall call upon employees in order of their overall seniority to make their second selection but only from weeks available at the time selection is made. Any employee who has not made vacation selection by December 16th shall have their vacation period assigned by the EMPLOYER. In the event an employee shall be absent during the selection periods, it shall be the employee's responsibility to advise the EMPLOYER of his vacation selection in advance.

ARTICLE 13 - GROUP INSURANCE

- 13.01 The EMPLOYER shall provide regular full-time employees with a group insurance plan which shall be that described in a separate document. The cost of the group insurance plan shall be borne by the EMPLOYER, except where specified to the contrary in the plan, and shall provide benefits in the following amounts:

Group Term Life Insurance	\$25 000.00
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance.

Weekly Disability Income Plan	1/8/26 - Benefit equal to the Unemployment Insurance Compensation for twenty-six (26) weeks.
Major Medical Plan	Plan pays 80% of covered expenses after deductible.
Prescription Drug Plan	Deductible of \$0.35 per prescription.
Vision Care	Maximum of \$50.00 for frames and \$50.00 for lenses during anyone period of 12 consecutive months.
Dental Plan	Plan pays 80% of covered dental expenses. Maximum Benefit per person per calendar year \$1000. 1981 Ontario Dental Association Fee Guide for G.P.
Long Term Disability Plan	Plan pays 60% of basic monthly earnings for a maximum of three (3) years.

13.02 The EMPLOYER shall continue for the term of this Agreement to pay monthly instalments to the Ontario Health Insurance Plan on behalf of regular full-time employees covered by this agreement. In the event the Ontario Health Insurance Plan shall be discontinued by the Provincial Government, the EMPLOYER shall insure that appropriate corresponding insurance coverage is provided by the EMPLOYER's Insurance Plan.

13.03 The EMPLOYER shall retain twelve twelfths (12/12) of the U.I.C. premium reduction in return of negotiated increased plan benefits.

ARTICLE 14 - SICK LEAVE

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

- 14.02
- a) The employee shall not be paid for the first day of absence due to any separate sickness or injury. Payment shall be commenced only on the second consecutive day of absence and shall continue (up to the maximum above described) up to the date on which Welfare benefits become payable to the employee. The employees may carry over a maximum of twenty (20) days unused sick leave into the following year. Beginning in 1986, unused sick days shall be paid for at the end of each reference year. It is understood and agreed that the EMPLOYER reserves the right to require written medical proof (for the first day of absence in cases of abuse) of the illness for which payment is claimed and that any proven abuse of the foregoing by an employee, including the filing of a false claims for sick leave payments, shall constitute just cause for disciplinary action, including discharge. In the event sick leave shall be exhausted and an employee's absence continues into the following year, he shall not be eligible for additional sick leave until after he has returned to work for a minimum period of one (1) week. Employees working on four (4) days schedules shall be paid ten (10) hours instead of eight (8) hours and to a maximum of forty (40) hours per year.
 - b) Sick leave entitlement shall be based on the twelve (12) month period commencing as of December 1st of each year and ending on the last day of November in the following year.
 - c) Unused sick days accumulated prior to year 1986, shall not be paid for and will be utilized as paid sick leave until all accumulated days are erased from an employee's file.

ARTICLE 15 - PENSION

- 15.01
- a) Regular full-time employees shall be covered under the Employees Pension Plan of Brink's Canada Limited which shall provide for a normal Pension benefit of five dollars and fifty cents (\$5.50) per month Pension multiplied by the years of service up to age 65 (maximum of 25 years) plus one point sixty-five percent (1.65%) of monthly earnings in excess of six hundred and fifty dollars (\$650) per month multiplied by the years of service (maximum of 25 years). Monthly earnings for purposes of calculations of Pension will be the average of the three (3) highest consecutive years before retirement.
 - b) In the event an employee in active employment qualifies for an early or normal retirement but dies before retiring after the effective date of this agreement, such employee's spouse shall be entitled to a survivor's benefit equal to the benefit that she would have received had the employee elected the fifty percent (50%) Joint and Survivor Option and retired on the date of his death.
 - c) The amount of disability retirement benefit payable under the Pension Plan is increased from seventy-five percent (75%) to one hundred percent (100%) of the monthly amount of a participant's accrued retirement benefit determined and payable in accord with the Plan provisions.

- d) The EMPLOYER shall pay the employees' contribution to the Canada Pension plan for all regular full-time employees covered under this agreement.

ARTICLE 16 - GENERAL CONDITIONS

- 16.01 All conditions of employment relating to wages, hours of work, overtime pay, vacations, holidays and all other general conditions of employment are specifically set forth and embodied herein and in Appendix "A" and "B" attached hereto and no separate oral or written agreements shall be entered into with any individual member of the ASSOCIATION that are inconsistent with this agreement. Wages, hours of work and working conditions as covered by Appendix "A" and "B" attached hereto shall be considered part of this agreement as though incorporated herein and in the event they are in conflict with conditions of this agreement, they shall prevail.
- 16.02 Except where conflicting with other articles of this agreement, the conduct of all employees shall be guided by reasonable rules and regulations promulgated by the EMPLOYER from time to time. The ASSOCIATION shall be provided with copies of newly promulgated rules and regulations. Simple letters of warning, i.e., letters that have no disciplinary suspension associated with them, shall have no effect after one (1) year from the date they are issued.
- 16.03 The EMPLOYER shall pay for all premiums on bonds of employees.
- 16.04 All wages are to be paid on a weekly basis. Payment shall be in cash or by payroll cheque, at the EMPLOYER's option.
- 16.05 All employees shall at all times use their best endeavour to further the interest of the EMPLOYER.
- 16.06 A copy of this agreement shall be placed on the bulletin board on the premises of the EMPLOYER.
- 16.07 In the event a regular full-time employee shall, while actively working as such, suffer death in his immediate family (parent, step-parent, spouse's parent, spouse, child, brother, sister, grandparent, or legal guardian), he shall be granted a leave of absence extending from the date of death to and including the date of funeral, Such employee shall be paid for each regularly scheduled day of work that occurs during such leave at eight (8) hours at his regular straight time rate subject to a maximum payment for three (3) days, provided the employee attends the funeral. A regular full-time employee who shall suffer the death of a brother-in-law or sister-in-law shall be allowed a one-day (1) leave of absence for the purposes of attending the funeral of the decedent, and shall be paid therefore at eight (8)

hours at the employee's regular straight-time rate, provided the employee was scheduled to work on such day and provided further that the employee attends the funeral.

16.08 Up to one half ($\frac{1}{2}$) hour shall be allowed for meals. Such time shall not be considered as time worked. The lunch period shall be scheduled and employees shall normally be entitled to take such lunch within the first five hours from the schedule starting time of the run. The lunch period shall be considered as time worked under the following circumstances.

- a) In the case of certain inside employees who's duties include performing work as required by the EMPLOYER during their lunch period and,
- b) If any employee is directed by the EMPLOYER to remain on the armoured vehicle during their lunch period.

All employees shall be allowed to take a rest period of a maximum of fifteen (15) minutes during the first half of any shift and a similar rest period during the second half of any shift. The vehicle will not be stopped more than fifteen (15) minutes in such cases. Such rest stops shall be made on the route without deviation from the approved or established schedule of the armoured car crew.

16.09 All regular runs shall be numbered. A crew shall not be less than two (2) men. When it is necessary to replace an armoured vehicle on a regularly scheduled run with an unarmoured vehicle, such unarmoured vehicle shall have a minimum of three (3) crew members.

16.10 In the event a regular full-time employee shall be absent from work for any reason he shall before returning to work call the EMPLOYER's dispatcher no later than two o'clock (2:00 p.m.) of the day prior to the day on which he desires to return to work and at that time obtain his first assignment and his report times for the following day.

16.11 No regular full-time employee shall be required to work a split shift. It is understood that work on Special Night work does not involve a split shift.

16.12 On overnight runs, members of the crew shall be paid meal allowance in the amount of nineteen dollars (\$19) for each overnight run. Additionally, such crew members shall be provided with reasonable hotel lodging (two (2) men to a double room). On regular daily runs which start before 8:00 a.m., and which extend beyond 6:30 p.m. of the same day, the crew shall be paid supper money in the amount of two dollars and seventy-five cents (\$2.75).

16.13 Any regular full-time employee who shall serve on a jury shall be granted jury service benefits during any calendar year in the amount of pay for the hours of work then guaranteed to regular full-time employees per week at the hourly wage rates then applicable minus jury service fees to which the employee is entitled. Payment of such

jury service benefits shall be conditioned on the employee making himself available to work for the EMPLOYER when he is not required to render jury service.

- 16.14 Any regular full-time employee who shall sustain injuries from felonious attack which are compensable under the Worker's Compensation Act shall be paid by the EMPLOYER as follows.

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

- 16.15 In the event a regular full-time employee shall be injured on the job and unable to continue to work, he shall be paid for his scheduled hours for that day.

- 16.16 In the event a regular full-time employee is subpoenaed to appear as a witness on behalf of the EMPLOYER in a case where the EMPLOYER is involved, or is subpoenaed to appear as a Crown witness due to an incident in which the employee was involved while on duty for the EMPLOYER, or which the employee witnessed while on duty for the EMPLOYER, 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 witness fees to which the employee may be entitled.

- 16.17 Employees shall be required to fire on the practice range at least twice annually. Such time spent as directed by the EMPLOYER on the range shall be considered as time worked. Range practice may be scheduled as an extension or a part of an employee's regular daily work. Range practice shall not be scheduled on a regular full-time employee's regularly scheduled day off, or on Sundays or holidays.

- 16.18 On runs with a total mileage exceeding two hundred (200) miles return trip, a relief driver shall be made available and paid accordingly, provided however that the assign driver on that run request a relief driver who shall be a member of his crew.

- 16.19 Where possible, lockers and a coat rack shall be made available for use by all employees.

ARTICLE 17 - UNIFORMS

17.01 The EMPLOYER shall furnish and pay for four (4) perma-pressed shirts, winter or summer type, per year to each regular full-time employee. In addition to the above, the EMPLOYER shall furnish and pay for the following equipment for regular full-time employees:

- One summer hat and one winter hat;
- One jacket.
- Two pairs of winter trousers and two pairs of summer trousers;
- Two black ties.

17.02 Such uniforms shall remain the property of the EMPLOYER and shall be replaced as needed. The EMPLOYER shall direct when ties shall be worn. All uniforms, including shirts, are items to be replaced on an exchange basis only, one for one, as required.

ARTICLE 18 - BID RUNS

18.01 Three (3) times annually, on dates mutually agreeable between the EMPLOYER and the ASSOCIATION, the EMPLOYER shall post a list of blocks of runs describing in general terms the areas to be served, the nature of work to be performed, the starting times, approximate duration and the estimated crew complements for each of the blocks. After such runs are posted for a minimum of one (1) week, the senior eighty percent (80%) of the regular full-time employees shall, in order of their overall seniority, be offered an opportunity to bid for assignment to the blocks of runs set up by the EMPLOYER. In the event an employee fails to bid at the time the opportunity is offered, he may bid thereafter, but only from the vacancies available at the time the employee so bids. If an employee fails to bid prior to the date the new assignments are made, such employee will be considered a pool employee. In the event some of these employees elect not to bid, the right to bid shall be extended to other regular full-time truck employees in order of seniority until a maximum of eighty percent (80%) of the regular full-time truck employees have bid for assignment. It shall be the employee's responsibility to advise the EMPLOYER in writing of their run selections should they be absent during the selection period.

18.02 On the first week of the months following the completion of the bids, employees shall be assigned to the new blocks on which they have bid.

18.03 Employees who bid for such blocks must be qualified to perform all duties required in the classification in which they bid.

18.04 Regular full-time employees who are not eligible to bid, those regular full-time employees who are eligible to bid but do not elect to do so, and part-time employees shall compose a pool of unbid employees. On Thursday of the week preceding, the EMPLOYER shall

post a weekly schedule for the regular full-time employees assigned to the pool. Such employees shall be assigned in order of their seniority to the greatest scheduled earnings opportunity among the vacancies on the days such employees are scheduled to work. Vacancies that occur after the schedule is posted shall be filled at the EMPLOYER's discretion from pool employees regardless of seniority. Employees assigned to the pool shall be classified as guards and shall be paid at the wage rate applicable the classification to which they are assigned to work.

18.05

Vacancies

a) Permanent Vacancies

In case a block has been bid and then permanently vacated, for example, by death, retirement, termination, long-term illness (four (4) months or more), etc., the senior qualified employee from the pool who did not originally have the right to bid shall fill that vacancy for the remainder of the bid period if he so desires, provided, in the event no regular full-time employee in the pool accepts such assignment, the EMPLOYER reserves the right to assign the junior regular full-time employee to the vacancy.

a) Temporary Extended or Emergency Vacancies

All vacancies on runs caused by vacations, illness, or emergencies shall be filled in the following manner:

1. From among qualified employees in the pool. In the event there are insufficient qualified employees in the pool, then
2. By upgrading the senior employee(s) on the affected run.
3. By upgrading or moving employees from their bid run, then (steps 1 and 2 shall be applied only until the next complete shift on which qualified pool employees are available).
4. The resultant vacancy shall be filled from pool employees or by assignment of employees to work on their scheduled day off.

c) Revision of Runs

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

d) Special Runs and Assignments

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

e) Runs Added

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

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

g) Runs Eliminated

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

h) Mergers

In the event of the merger of two (2) or more runs, the senior employees (regardless of classification) on the runs thereby affected may elect to stay on the remaining or merged run, provided they are qualified to perform the work available, or revert to the pool,

i) Refusal or Removal from a Run

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

ARTICLE 19 - DEFINITIONS OF CLASSIFICATIONS

19.01 All messengers shall be those regular full-time employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work, of endorsing payroll checks and/or signing for deposits, and/or acting as paymasters and/or cashing paychecks.

- 19.02 All chauffeurs shall be those employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work, of operating motor vehicles, and/or acting as guards, and/or acting as paymasters and/or cashing paychecks.
- 19.03 All guards shall be those employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work, of guard work and/or acting as paymaster.
- 19.04 The classification of assistant cashier shall be a relief classification only, to be applied in the event a truck employee is assigned to replace the cashier or assistant cashier on duty and performs all of his functions. It shall not apply in the case when the truck employee merely assists the cashier or assistant cashier on duty.

ARTICLE 20 - SAFETY AND HEALTH

- 20.01 A safety and health committee shall be established consisting of at least four (4) persons, two (2) of which are appointed by the ASSOCIATION and two (2) appointed by the EMPLOYER. The power and duties of the committee are as stated in the Canada Labour Code.

ARTICLE 21 - TRUCK MAINTENANCE

- 21.01 The EMPLOYER shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or not properly equipped to conform with existing laws or by-laws.
- 21.02 Drivers shall be provided with forms on which they shall make written reports of defective equipment or conditions of the EMPLOYER's trucks. Such reports shall be made in quadruplicate; two (2) copies shall be delivered by the association representative to the manager, one (1) copy shall be put in the vehicle and one (1) copy shall be retained by the driver. Should management decide that a piece of equipment would be unsafe to operate, information to that effect will be posted aboard the truck and in the dispatcher's office,
- 21.03 The EMPLOYER shall have truck interiors cleaned on an annual basis and it shall be the driver's responsibility to sweep trucks daily.
- 21.04 All armoured trucks shall have installed and in operating conditions heaters not later than September 1st and blowers or fans not later than May 1st. All newly built armoured cars, model year 1975 or later, assigned to the branch shall be equipped with air conditioning and hydraulic seats,

ARTICLE 22 - TRAFFIC TICKETS

- 22.01 No driver shall be required to violate traffic laws or loading regulations, If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the EMPLOYER, the EMPLOYER shall be responsible for such citation. Traffic tickets or citations issued to the employee must be submitted to the EMPLOYER within twenty-four (24) hours (excluding Sundays) and if not so delivered, the EMPLOYER shall not be responsible for the payment thereof.
- 22.02 Moving violations shall be the sole responsibility of the driver; e.g. speeding, failure to stop at traffic stop signals, improper traffic driving and reckless driving.

ARTICLE 23 - GENDER

- 23.01 Whenever the male gender is used herein, it shall also apply to the female gender wherever applicable.

ARTICLE 24 - PRINTING OF COLLECTIVE AGREEMENT

- 24.01 The Company will undertake the responsibility for the printing of the collective agreement in both languages (French and English) as may be required for each employee and will absorb the cost of such printing.

ARTICLE 25 - DURATION OF AGREEMENT

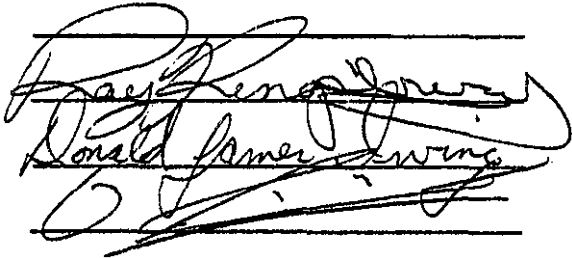
- 25.01 ~~This agreement shall be binding and remain in effect from September 24, 1984 up to and including September 20, 1987, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of the agreement in any year that it desires its termination or amendment as hereinafter provided. The notice in writing shall contain particulars respecting the renewal or revision of the agreement and shall be delivered to the other party by registered mail.~~

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

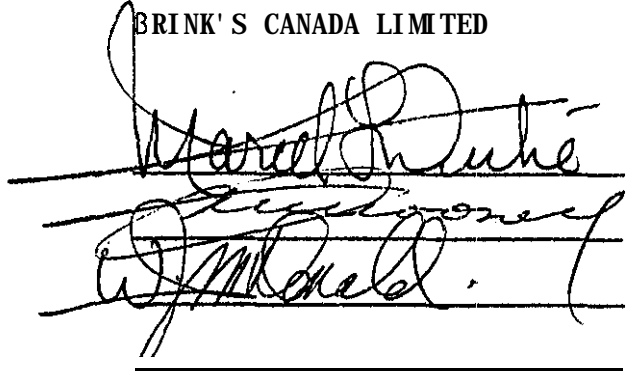
In the course of negotiation for a new agreement, the determination of acceptance or rejection of a proposed agreement and appendices shall be based on the total votes cast by eligible employees covered by the agreement.

In witness whereof each of the parties has caused this agreement to be signed by their duly authorized officials or representatives as of this 19th day of February 1986.

EASTERN ONTARIO BRINK'S
EMPLOYEES ASSOCIATION



BRINK'S CANADA LIMITED



A P P E N D I X " A "

Effective on the dates set forth below, the hourly wage rates for employees in the classifications listed below shall be as follows:

<u>CLASSIFICATION</u>	<u>EFFECTIVE RATIFICATION</u>	<u>EFFECTIVE JAN 5/ 87</u>
<u>Regular Full-Time Employees</u>		
Cashiers	\$12.95	\$13.39
Assistant-Cashiers	\$12.84	\$13.28
Messengers	\$12.70	\$13.14
Drivers	\$12.56	\$13.00
Guards	\$12.42	\$12.86
Coin Rollers	\$ 8.79	\$ 9.10
Janitors	\$ 8.50	\$ 8.80
 <u>Auxiliary Employees</u>		
Assistant-Cashiers	\$ 7.96	\$ 8.24
Drivers	\$ 7.95	\$ 8.19
Guards	\$ 7.72	\$ 7.95
Coin Rollers	\$ 6.26	\$ 6.48
Janitors	\$ 7.17	\$ 7.42

Appendix "B"

Section 9

Job Descriptions

- a) All treasury clerks shall be those employees whose work for the EMPLOYER shall consist among other things of balancing customers' treasury, cash parcel preparations, processing commercial accounts and or handling uncoming and outgoing treasury transactions.

- b) All money room clerks shall be those employees whose work for the EMPLOYER shall consist among other things of consolidating and processing customers' accounts and giving assistance to treasury clerks.

Section 10

Wages

Effective on the dates set forth below, the hourly wage rates for employees in the classifications listed below shall be as follows.

<u>CLASSIFICATION</u>	<u>EFFECTIVE RATIFICATION</u>	<u>EFFECTIVE JAN 5/ 87</u>
<u>Regular Full-Time Employees</u>		
Money Room Clerks (Treasury) "A"	\$ 7.79	\$ 8.23
<u>Auxiliary</u>		
Money Room Clerks "A"	\$ 6.42	\$ 6.64
Money Room Clerks "B" (probationary)	\$ 6.21	\$ 6.43

A P P E N D I X " B "

MONEY ROOM EMPLOYEES

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

Section 1

A separate seniority list will be maintained for regular full-time employees of the Money Room.

Section 2

Nothing herein shall be construed to prevent money room supervisors from performing bargaining unit work provided that the EMPLOYER will not increase the number of money room supervisors doing bargaining unit work if such increase would result in a layoff or change in status from full-time to part-time.

Section 3

Regular full-time money room clerks shall be guaranteed six (6) hours per day Monday through Saturday.

Section 4

A weekly schedule of work showing the days of work, days off, starting times and assignments for all employees will be posted on Thursday of the preceding week.

Section 5

Lunch and rest periods shall be allowed according to the existing practice.

Section 6

Uniforms - The EMPLOYER will supply smocks to money room employees.

Section 7

Article 16.19 does not apply.

Section 8

Holiday and Special Night Work

Holiday and special night work shall be assigned by rotation to Money room employees provided the employees assigned to such work possess the qualifications to do the work required by the EMPLOYER.