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 EFFECTIVE: Sept. 21/89  
 TERMINATES: Sept. 20/92  
 No. OF EMPLOYEES:  
 77

SOURCE	Union	
EFF.	89	09 21
TERM.	92	09 20
No. OF EMPLOYEES	77	
NOMBRE D'EMPLOYÉS	li	

COLLECTIVE AGREEMENT

BRINK'S CANADA LIMITED

OTTAWA DIVISION

B E T W E E N

CANADIAN BROTHERHOOD OF RAILWAY

TRANSPORT AND GENERAL WORKERS

LOCAL 266-C

Expires September 20, 1992

OCT 15 1990

0636003

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## OTTAWA COLLECTIVE AGREEMENT

This agreement made and entered into this May 29, 1990 by and between Brink's Canada Limited, party of the first part, hereinafter referred to as the EMPLOYER and the CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS party of the second part hereinafter referred to as the UNION.

### PREAMBLE

It is the desire of the EMPLOYER and the UNION 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", Appendix "B" and Appendix "C" 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

#### UNION 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, Turret Guards, Money room clerks, Coin rollers, Janitors and ATM Technicians.

1.02 The EMPLOYER recognizes the UNION 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 full-time employees.

(b) Part-time employees, in addition to one for one replacement to relieve employees absent or on vacation, may be scheduled in any classification to complete the weekly work schedule after all full-time employees have been scheduled in accordance with the weekly guarantee.

## VAULT

1.04 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 full-time vault personnel would not be laid off as a result thereof. Such management employees shall not be required to join the Union.

## ARTICLE 2 UNION MEMBERSHIP

2.01 All full-time and part-time employees now employed by the EMPLOYER and all full-time and part-time employees hereinafter employed by the EMPLOYER in the classifications listed in Appendix "A", Appendix "B" and Appendix "C" attached hereto shall become members of the UNION within thirty (30) calendar days of their employment and all such employees shall maintain their membership in good standing.

2.02 Newly hired employees shall be considered as probationary during the first ninety (90) days of their employment. During this period they may be terminated 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 union dues from the wages of all full-time employees who have worked eight (8) or more hours during the preceding month and for part-time employees who have worked eight (8) or more hours during the preceding month.

Such dues shall be submitted to the treasurer of the UNION together with a list showing the names of the employees from whose wages dues have been deducted and the amounts thereof. If an employee shall be on vacation 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 with an annual statement of UNION dues deducted showing the dues deducted in the previous calendar year.

2.04 The EMPLOYER shall furnish to the UNION and Chief Steward a list of new employees covered by this agreement taken into employment by the EMPLOYER within fourteen (14) 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 Full-Time Employees

Full-time employees are those employees who are regularly scheduled for and guaranteed forty (40) hours of work per week or the equivalent thereof in pay.

#### 3.02 Part-Time Employees

Part-time employees are those employees who are not regularly scheduled nor do they regularly work forty (40) hours or more per week. Part-time employees shall not be guaranteed a specific number of hours of work per week.

## ARTICLE 4

### STRIKES, LOCKOUT

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

ARTICLE 5

SENIORITY

5.01 (a) There shall be three separate Full-time Seniority lists:

- (i) A.T.M. Division Seniority
- (ii) Armoured Truck Division Seniority
- (iii) Money Room Division Seniority

(b) (i) ATM Seniority shall be determined by the date on which employees become -full-time ATM-employees.

(ii) Armoured Truck Seniority shall be determined by the date on which employees become- full-time truck employees.

(iii) Money Room Division Seniority shall be determined by the date on which employees become-full-time money room employees.

5.02 Promotions to higher classifications within the bargaining unit shall be made in accord with Divisional seniority, provided that the employees considered for promotion must possess the qualifications and ability necessary for the higher classifications. Part-time employees within each respective division shall be given consideration for promotion before employees in other divisions. 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 within 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.

Employees within the bargaining unit shall retain seniority provided the employee who change in status must possess the skills necessary to perform the work of the position. The EMPLOYER shall determine the ability and fitness of employees considered for such changes in status. Termination shall not be unreasonable under the grievance procedure.

Guaranteed number of hours of work per week available to a single part-time employee on regularly scheduled work then guaranteed to employees and exclusive of relief work who are absent or on vacation, emergency holiday and night work, then added to the list of full-time employees.

In the event of a loss of business or curtailment of operations to the point that the guaranteed number of hours per week shall not be regularly available to full-time employees, the junior employees shall be reduced to part-time status or furlough at the EMPLOYER'S option. Layoff shall be final and without prejudice to status subject to article 5.07.

Employees who may be demoted to the status of part-time shall hold top seniority among the employees in their respective division, and shall have priority with greater earning opportunities. Employees shall be first in line for promotion to full-time status in their respective division.

Seniority in any of the following cases:

1. After a layoff, within three months, if notified by registered mail; or  
2. At the expiration of a contract in the case of a bonafide

layoff for three (3) days without

notice outside of the bargaining unit; or  
3. An employee injured and unable to work for a reasonable period of time with acceptable medical evidence that he will return to normal health in a reasonable future.  
4. A period of twenty-four (24) hours.

Employees shall have no seniority under this article 5.07.

Seniority which occurs shall be forfeited if an employee goes outside the bargaining unit before going outside the bargaining unit.

5.07.1. A calendar schedule weekly showing

seniority accruing in any classification shall be posted on the bulletin board on five (5) working days prior to the effective date.

5.07.2. The last person to be laid off shall be the one who possesses the qualifications for the position required.

**RIGHTS**

The EMPLOYER acknowledges that the management of the working forces is the responsibility of the EMPLOYER and without limiting the UNION acknowledges that 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 within 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

### UNION STEWARD

7.01 The union chief steward shall be elected by the membership or appointed by the UNION, whose duty it shall be to see that all members live up to the rules of the Employer and the Union. The union chief steward shall not be discriminated against in his employment because of performing the duties of his office. Management shall be advised, in writing, as to the name of the union chief steward and any changes thereto before recognition will be given to the incumbent of the position.

7.02 The union chief steward 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 union chief steward's regular working hours shall be considered working hours *in computing overtime if* within the regular schedule of the chief steward. The union chief steward's activities shall not interfere with the Employer's business.

7.03 Time cards shall be made available to the union steward within a reasonable period upon request, to determine the hours worked by various employees covered by the agreement. Time cards shall not be removed from the branch office.



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 a union chief steward 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 union chief steward 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 judgement circumstances warrant such action, but will delay final disposition until the union chief steward is available and provided further that the employee has requested that a union chief steward be present. Such actions will be taken only in extreme or unusual circumstances.

7.05 If a union chief steward is not available (due to holidays, sickness, etc.) an alternate steward will be named to take the place of the union chief steward 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, or 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 union 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. It is understood and agreed that any financial liability shall be limited to a maximum of 10 days. 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 a designated management representative other than the branch Manager. Within four (4) working days after receipt of such grievance, a written answer to such grievance shall be given to the union.

Step 2: In the event the grievance is not settled in the manner set forth in Step 1, the UNION may appeal it by giving written notice of such appeal within seven (7) working days after receipt of the written answer to the grievance. Such appeal shall be made to the branch manager or his designate, who shall discuss it with the union 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, on his own time during normal office hours.

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 UNION 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 UNION 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 UNION. Upon mutual agreement of the EMPLOYER and the UNION, 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 have no power to add to nor to subtract from nor to modify any of the terms of this agreement or any agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this agreement.

9.05 The expenses of the arbitrator shall be borne equally by the EMPLOYER and the UNION.

## 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", "B" and "C" 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" "B" and "C" 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 city runs, or in excess of 10 hours for highway runs shall be deemed overtime and shall be paid for at one and one-half (1 1/2) 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 (1 1/2) times the regular hourly rate applicable to the classification in which the hours in excess of forty (40) were worked, provided daily overtime has not been worked.

10.03 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, or to work such employees on their scheduled day off.

10.04 Full time employees called to work shall receive a minimum of six (6) hours of work or the equivalent thereof in pay for each regular daily call to work, Monday through 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

10.05 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.

10.06 There shall be no pyramiding of premium rates of pay.

#### ARTICLE 11

##### SUNDAY, HOLIDAY, SPECIAL NIGHT WORK

11.01 All 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 Full-time employees, who shall work a minimum of five (5) days during the thirty (30) calendar days immediately preceding one of the above-designated holidays shall receive payment for the equivalent of eight (8) hours (ten (10) hours if on a four (4) day schedule) for such holiday.

11.03 Full-time employees not regularly scheduled but 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 (1 1/2) 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 full-time employee shall work three (3) or more days in a higher classification during the week in which a holiday shall occur, the employee 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 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 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 full-time employees with the least seniority.

11.06 Any full-time employee who may be recalled to perform special night work, having left the premises and completed their assignment for the day and punched out on the time clock, shall be guaranteed a minimum of two and one-half (2 1/2) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1 1/2) times the hourly wage rate applicable to the classification in which the employee 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 (i) Any full-time employee who is required to work on their 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 1/2) times the regular hourly wage rate applicable to the classification to which the employee is assigned on such work. Such hours shall not be included in the regular weekly hours of work for that week.

(ii) This notwithstanding where an employee works less than all their weekly scheduled hours, they shall not be paid at (1 1/2) times the hourly wage rate for hours worked or guaranteed on their scheduled day off, however such hours shall be included in their accumulated weekly hours for that week.

11.08 When it is necessary to work a full-time employee on their scheduled day off, such assignments shall be offered according to seniority provided employees desiring such assignments have indicated their willingness for such assignment by signing the appropriate list posted by the Employer. Assignments to such work shall be given only to those employees who have signed the list beforehand and are qualified to perform the work available. In the event an employee is not qualified or relinquishes such assignments, then the next qualified employee on the list shall be assigned such work. Once the list is depleted the Employer reserves the right to assign any qualified employee.

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

12.03 (i) Full-time employees who have completed one (1) or more years of continuous service as full-time employees during the vacation season shall be granted two (2) weeks vacation with pay. Full-time employees who have completed five (5) or more years of continuous service as full-time employees during the vacation season shall be granted three (3) weeks vacation with pay. Full-time employees who have completed eleven (11) years or more of service continuously as full-time employees during the vacation season shall be granted four (4) weeks vacation with pay. Full-time employees who shall have completed eighteen (18) years or more of continuous service as full-time employees shall be granted five (5) weeks vacation with pay. Vacation pay shall be computed at the rate of two percent (2%) of the employee's annual earnings during the preceding calendar year, January 1st through December 31st, for each week of vacation. Vacation pay shall be 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 (excluding such items as Canada Pension and OHIP, and any other taxable benefits).

12.04 Any full-time employee whose employment shall be terminated for any reason shall be paid for all vacation earned during the preceding calendar year but not previously taken, plus vacation pay for the current year computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) of the employee's total earnings during the current calendar year.

12.05 Any full-time employee who shall be absent from work due to service connected sickness or non-service connected sickness or injury during any calendar year shall, for the sole purpose of having 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.

12.07 Vacations and vacation pay for part-time employees shall be as required by the applicable Employment Standards Regulations.

12.08 Full-time employees shall select their vacations in order of Branch seniority. Those full-time employees entitled to more than two (2) weeks vacation must split their vacation into two (2) separate periods. Such employees shall select one period in order of their overall seniority and shall select the second period only after all other employees have made their selection. Such employees may select three (3), four (4) or five (5) consecutive weeks, provided such selection shall be made after all other employees have made their initial selection. The EMPLOYER shall allow a maximum of fifteen (15%) of the total full-time work force off on vacation during any one (1) week in each division with the exception that only 1 vault employee may be off on vacation at any one time. 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 years service will not be allowed to schedule more than two 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 Divisional 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 Divisional seniority to make their second selection but only from weeks available at the time selection is made. Any employee who has not made vacation selection by December 16th shall have their vacation period assigned by the EMPLOYER. In the event an employee shall be absent during the selection periods, it shall be the employee's responsibility to advise the EMPLOYER of his vacation selection in advance.



ARTICLE 13

GROUP INSURANCE

13.01 The EMPLOYER shall provide-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	An amount equal to the Group 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. Current Ontario Dental Union 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 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.

#### ARTICLE 14

##### SICK LEAVE

14.01 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 be paid from the first day of absence due to any separate non service connected sickness or injury up to the maximum above described. Unused sick leave 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 of illness and that any proven abuse of the foregoing by an employee, including the filing of a false claim 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 on 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 be utilized as paid sick leave until all accumulated days are erased from an employee's file. Current year sick leave credits are to be utilized before sick leave credits accumulated before 1986.

## ARTICLE 15

### PENSION

15.01 (a) Full-time employees and part-time employees who qualify shall be covered under the Unionized Employees' Pension Plan of Brinks Canada Limited described in a separate document as amended to comply with Federal Statutes.

(b) The Employer shall pay the employees' contribution to the Canada Pension Plan for all 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", "B" and "C" attached hereto and no separate oral or written agreements shall be entered into with any individual member of the UNION that are inconsistent with this agreement. Wages, hours of work and working conditions as covered by Appendix "A", "B" and "C" 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 UNION shall be provided with copies of newly promulgated rules and regulations. Simple letters of warning, i.e. letters that have no disciplinary suspension associated with them, shall have no effect after one (1) year from 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 endeavor 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. The Company agrees to pay the cost of translating the collective agreement in french for reference purposes and that the english version will be considered the official legal version.

16.07 In the event a full-time employee shall, while actively working as such, suffer death in his immediate family (parent, stepparent, 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 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 (a) Employees scheduled to work and/or who work a shift of eight (8) consecutive hours or more shall be allowed a maximum of 1/2 hour for a meal period. Time taken for such meal period, shall not be considered as time worked, but there shall be no loss of regular straight time pay for such meal period.

Where meal period stops shall be made while on a route/run they shall be taken with the prior knowledge of the Branch Office. The armoured truck shall not be stopped for a total lapsed time of more than 1/2 hour and there shall be no appreciable deviation from the approved schedule of the armoured truck crew without authorization from Branch Office management personnel.

(b) 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 that 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 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 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 twenty-one dollars (\$21.75) for each overnight run. Additionally, such crew members shall be provided with reasonable hotel lodging two (2) men to a double room.

16.13 Any 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 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 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) schedules 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 herein 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 an 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 an employee is subpoenaed to appear as a witness on behalf of the EMPLOYER in a case where the EMPLOYER is involved, or is subpoenaed to appear as a Crown witness due to an incident in which the employee was involved 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.

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 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.

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 uniforms 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 including when hats and ties shall be worn.

## ARTICLE 18

### BID RUNS

18.01 At least three (3) times annually, 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 blocks of runs are posted for a minimum of one (1) week, all Full-time armoured employees (excluding vault 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 an employee elects not to bid, the right to bid shall be extended to other employees in order of seniority. If, at the completion of the bid, some bid positions remain unfilled, then pool employees, in reverse order of seniority, shall be assigned, at management's discretion, to fill such positions. 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 month(s) following the completion of the bid(s), employees shall be assigned to the new blocks on which they have bid.

18.03 Employees must be qualified to perform, and capable of performing all duties required in the classification in which they wish to bid at the time the bid is posted for selection of assignments.

18.04 Those full-time employees, classed as pool employees pursuant to 18.01 above, and part-time employees shall compose a pool of unassigned employees. On Thursday of the week preceding, the EMPLOYER shall post a weekly schedule for the 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 to a maximum of 40 hours per week in 5 days or less. Vacancies that occur after the schedule is posted shall be filled at the EMPLOYER's discretion from the pool of unassigned employees regardless of seniority. Full-time employees assigned to the pool shall be classified as guards and shall be paid at the wage rate applicable to the classification in which they are assigned to work.

#### VACANCIES

##### 18.05 (a) Permanent Vacancies

In case a block has been bid and then permanently vacated, for example, by death, retirement, termination, long-term illness (six (6) months or more), the senior qualified full-time employee from the pool who did not originally have the right to bid shall fill that vacancy for the remainder of the bid period if he so desires, provided in the event no full-time employee in the pool accepts such assignment, the Employer reserves the right to assign the junior full-time employee to the vacancy.

##### b) Temporary Extended or Emergency Vacancies

All block-run vacancies of one week's duration or longer caused by vacations, illness, or emergencies, shall normally be filled from among those qualified in the pool of unassigned employees, in order of seniority.

##### c) Revision of Run

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 a run shall be unusually behind schedule due to breakdown or other causes to the point that it cannot meet the EMPLOYER's commitment to the customer, another crew or another run may be assigned to make such pickup or perform such other duties to meet the obligations of the EMPLOYER with respect to the customer(s) involved.



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 those qualified in the pool of unassigned 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 of unassigned employees shall fill that vacancy for the remainder of the bid period if they so desire; provided, in the event no full-time employees in the pool accept such assignment, the Employer reserves the right to assign the junior full-time employees to the vacancy.

f) Once an employee has bid for a block and has been assigned thereto, they 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 employees who have bid that run shall revert to the pool.

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(s), 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

### DEFINITION OF CLASSIFICATIONS

19.01 All messengers shall be those employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work of: endorsing payroll checks; signing for deposits; acting as paymasters; and 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; acting as guards; acting as paymasters; and cashing paychecks.

19.03 Guards shall be those employees whose work for the EMPLOYER shall consist, among other duties considered as bargaining unit work, of being assigned to an armoured crew for the primary purpose of protecting Company personnel, the shipments and property for which the Company is responsible.

19.04 Assistant-cashiers shall be those employees whose work for the Employer shall consist of, among other duties, assisting the Vault Supervisor in maintaining all appropriate vault records and reports.

19.05 Tower Guards shall be those employees whose work for the employer shall consist of, among other duties considered as bargaining unit work, of being assigned to the Company premises for the purpose of protecting Company personnel the shipments and property for which the Company is responsible.

## 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 UNION and two (2) appointed by the COMPANY. The power and duties of the committee are as stated in the appropriate 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. 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 drivers 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 no 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

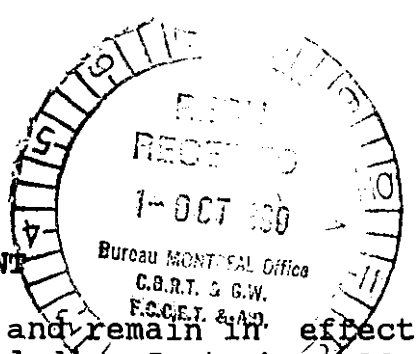
22.01 No driver shall be required to violate traffic laws or loading regulations. If a driver shall be issued a traffic ticket or citation for parking violations made in accord with instructions from the EMPLOYER, the EMPLOYER shall be responsible for such citation. Traffic tickets or citations issued 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 When either the masculine or feminine gender is used in this agreement, it shall refer equally to either or both genders, singular or plural.



ARTICLE 24

DURATION OF AGREEMENT

24.01 This agreement shall be binding and remain in effect from September 21, 1989, up to and including September 20, 1992 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 \_\_\_\_\_ day \_\_\_\_\_ of 1990.

CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT AND GENERAL WORKERS

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BRINK'S CANADA LIMITED

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APPENDIX "A"

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

CLASSIFICATION	EFFECTIVE 09/21/90	EFFECTIVE 03/21/91	EFFECTIVE 09/21/91
Full-Time			
Assistant-Cashiers	13.95	14.36	14.79
Messengers	13.95	14.36	14.79
Drivers	13.60	13.80	14.21
Guards	9.60	9.80	10.20
Tower Guards	8.60	8.80	9.20
Janitor	8.20	8.40	8.80
Coin Roller	8.00	8.00	8.00
Red Circled Guard	12.86	12.86	13.24

CLASSIFICATION	EFFECTIVE 09/21/90	EFFECTIVE 03/21/91	EFFECTIVE 09/21/91
Part-time			
Messengers	10.60	10.80	11.20
Assistant-Cashiers	10.10	10.30	10.70
Drivers	9.60	9.80	10.20
Guards	9.60	9.80	10.20
Tower Guards	8.60	8.80	9.20
Janitors	7.62	7.82	8.22
Coin Rollers	6.48	6.48	6.48

APPENDIX "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 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

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.

SECTION 9

JOB DESCRIPTION

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 incoming 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.

CLASSIFICATION	EFFECTIVE 09/21/90	EFFECTIVE 03/21/91	EFFECTIVE 09/21/91
Full-Time			
Money Room Clerks (Treasury) "A"	8.83	9.02	9.42
Part-Time			
Money Room Clerks "A"	7.24	7.44	7.84
Money Room Clerks "B" (probationary)	7.03	7.23	7.63

APPENDIX "C"  
A.T.M. ADDENDUM

1.0 Employees working in the classifications of ATM Technician shall be entitled to the terms and conditions of the Ottawa Collective Agreement, except as herein amended, supplemented or modified. In the event there is a conflict between the terms of this addendum and the Ottawa Collective Agreement, the terms of this addendum shall apply.

HOURS OF WORK

2.0 (a) 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 below.

(b) (i) Notwithstanding any other articles in the collective agreement or addendum, any full-time employee assigned to work on Sunday or on his scheduled day off shall be compensated at the appropriate straight time hourly wage rate or in equivalent time off and shall be guaranteed a minimum of 2 hours of work or the equivalent thereof in pay for each such call to work.

(b) (ii) Full-time A.T.M. Technicians scheduled to work on a designated holiday shall be paid at straight time wage rates and shall be granted another day off with pay within sixty (60) days.

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

Employees desiring such assignments shall be required to indicate their willingness for such assignment by signing the appropriate list posted by the Employer. Assignments to such work shall be given only to those employees who have signed the list beforehand.



(d) (i) All 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 two (2) hours of work or the equivalent thereof in pay at the regular hourly rate. The hours worked when called into work while on standby shall be added to the accumulated hours of work for that week. Part-time employees shall be paid two dollars (\$2.00) for every hour on standby, provided, however, that if the employee is called to work, thereby getting the two (2) hour guarantee set forth herein, then no standby pay will be due. Standby hours shall not be considered hours worked.

(ii) A Full Time A.T.M. Employee who agrees to work a stand-by shift on his scheduled day off will receive a guarantee of four (4) hours at one and one-half (1 1/2) times his hourly rate; regardless whether he is called out or not. If call outs are made, the first four (4) hours will be covered in the guaranteed hours and all other hours worked after the guarantee will be at (1 1/2) their regular hourly rate. Hours not worked will be paid at the stand-by rate with the exception of the four (4) hour guarantee.

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

#### VACATIONS

3.0 A separate vacation schedule shall be maintained for ATM employees. Employees shall pick their respective vacation time in accord with their seniority.

#### SHOP STEWARDS

4.0 There may be one shop steward for the ATM operation who shall be an ATM employee.

DEFINITIONS

5.0 A.T.M. technicians shall be those employees whose work for the employer shall consist, among other things, of general maintenance and service of A.T.M. units, replenishing of cash for A.T.M. units, balancing A.T.M. units relative to cash holdings, removing customer deposits from the A.T.M. units operating motor vehicles and providing necessary security in connection with the A.T.M. operation.

(i) Level I A.T.M. Technicians shall be those Technicians who have worked 500 hours or less as a A.T.M. Technician, without a break in service.

(ii) Level II A.T.M. Technicians shall be those Technicians who have worked more that 500 hours but less than 2000 hours as an A.T.M. Technician without a break in service.

(iii) Level III A.T.M. Technicians shall be those Technicians who have work more than 2000 hours as a A.T.M. Technician without a break in service.

WAGES

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

CLASSIFICATION	EFFECTIVE 09/21/90	EFFECTIVE 03/21/91	EFFECTIVE 09/21/91
Full-Time			
A.T.M. Technician I	10.00	10.25	10.50
A.T.M. Technician II	10.50	10.75	11.00
A.T.M. Technician III	11.00	11.25	11.50
Part-Time			
A.T.M. Technician I	9.25	9.50	9.75
A.T.M. Technician II	9.70	9.95	10.20
A.T.M. Technician III	10.00	10.25	10.50

SUPPLEMENTARY LETTER

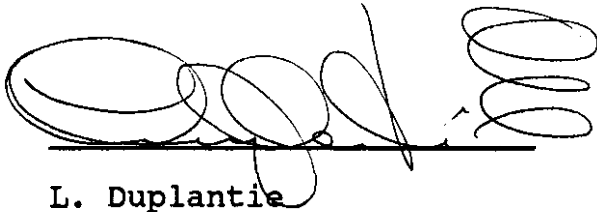
1.0 The parties agree to meet within 60 days of ratification to discuss and arrive at a workable definition of part-time seniority with the objective of implementing a system of work assignment based on seniority for an initial trial period of six (6) months.

Upon review and by mutual agreement of the parties, the system or some alternate system may be implemented for further periods during the term of the agreement.

2.0 A lump sum retro equivalent to 3.0% of individual year to date earnings shall apply to all classifications, full-time and part-time (excluding A.T.M. employees and those employees who resigned before September 20, 1990.) for the period from September 21, 1989 to September 20, 1990.

3.0 A lump sum retro equivalent to 3.0% of individual year to date earnings shall apply to all A.T.M. classifications, full-time and part-time (excluding employees who resigned before September 20, 1990.) for the period from July 1, 1990 to September 20, 1990.

4.0 In reference to items 2.0 and 3.0 above the employer will issue separate cheques to eligible employees.

A handwritten signature in black ink, appearing to read 'L. Duplantie', is written over a horizontal line. The signature is stylized with loops and flourishes.

L. Duplantie  
Vice President Operations  
Brinks Canada Limited