



NAPE

COLLECTIVE AGREEMENT

between

BRINK'S CANADA LIMITED

and

**NEWFOUNDLAND & LABRADOR ASSOCIATION OF
PUBLIC & PRIVATE EMPLOYEES**

June 26, 2002 -- June 25, 2006

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ST. JOHN'S, NEWFOUNDLAND COLLECTIVE AGREEMENT This Agreement dated this *22nd* day of *October, 2002*.

BETWEEN

BRINK'S CANADA LIMITED
(Party of the first part)
(Hereinafter referred to as "Employer")

and.

**NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES**
(Party of the second part)
(Hereinafter referred to as "Union")

WITNESSETH

Whereas it is the desire of the Union and the Employer to enter into an agreement governing the wages, hours of work and general working conditions of all employees in the classifications listed below; for the purpose of contributing to an orderly and constructive relationship between the parties in the interests of the well-being of the employees and the efficient and economic operation of the Company;

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

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**ARTICLE I
BARGAINING UNIT - PROBATIONARY PERIOD**

- 1.01 * The Union is hereby designated as the sole and exclusive collective bargaining agent for any and all employees who, during the term of this Agreement, work for the Employer in the classifications of Messengers, Drivers, Guards, Crew Chiefs, ATM Technicians, Chief Money Room Clerk, Money Room Clerk, Turret Guard, Assistant Cashier, and Vault Clerk at its Branch Office at Glencoe Drive, Donovan's Industrial Park, Mount Pearl, Newfoundland.
- 1.02 All full time employees and those part-time employees who regularly work forty (40) or more hours per month and who work in any of the classifications listed in Clause 2:01, shall become members of the Union within thirty (30) days after being employed. All such employees shall maintain their membership in good standing for the term of this Agreement. Nothing herein contained shall be construed to prevent excluded employees from performing bargaining unit work in case of emergencies or when no bargaining unit employees are available to perform such work on a timely basis.
- 1.03 * All new employees shall be hired on a probationary basis for a period of four hundred and sixty-five (465) hours during which time their employment may be terminated by the Employer without further recourse by the Union.
- 1.04 No separate oral or written agreements shall be entered into with any individual members of the Union that are inconsistent with this Agreement.
- 1.05 This Agreement shall be gender neutral.

**ARTICLE II
WAGE RATES AND CLASSIFICATIONS**

- 2.01 * The hourly wage rates for the employees in Transportation Services, Money Room, and Vault Turret shall be as listed below with the following employees having their wages grandfathered for the duration of this contract:

| | |
|-----------------|----------------|
| Jack Bailey | Derrick Tuffin |
| Jim Butler | Doug Janes |
| William Parsons | Reginald House |
| Tom Tobin | Howie Rendell |

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

| FULL-TIME | CURRENT | RATIFICATION | YEAR 2 | YEAR 3 | YEAR 4 |
|---------------------------------------|----------------|---------------------|------------------|------------------|------------------|
| <u>Granfathered Employees</u> | | | | | |
| Messenger/Crew Chief | 14.43 | 14.72 | 15.01 | 15.39 | 15.77 |
| Driver | 14.43 | 14.72 | 15.01 | 15.39 | 15.77 |
| Guard | 14.43 | 14.72 | 15.01 | 15.39 | 15.77 |
| <u>Transportation Services</u> | | | | | |
| Crew Chief | 13.40 | 13.67 | 13.94 | 14.29 | 14.65 |
| Guard/Technician | 13.04 | 13.30 | 13.57 | 13.91 | 14.26 |
| Driver | 12.64 | 12.89 | 13.15 | 13.48 | 13.82 |
| <u>Money Room</u> | | | | | |
| Chief Money Room Clerk | 10.35 | 10.56 | 10.77 | 11.04 | 11.32 |
| Money Room Clerk | 10.18 | 10.38 | 10.59 | 10.85 | 11.12 |
| <u>Vault Turret</u> | | | | | |
| Turret Guard | 10.18 | 10.38 | 10.59 | 10.85 | 11.12 |
| Assistant Cashier | 12.74 | 12.99 | 13.25 | 13.58 | 13.92 |
| <u>Part-Time</u> | | | | | |
| Crew Chief | 11.91 | 12.21 | 12.52 | 12.90 | 13.29 |
| Driver | 10.74 | 11.01 | 11.29 | 11.63 | 11.98 |
| Guard/Technician | 11.55 | 11.84 | 12.14 | 12.50 | 12.88 |
| Chief Money Room Clerk | 10.35 | 10.56 | 10.77 | 11.04 | 11.32 |
| Money Room Clerk | 10.18 | 10.38 | 10.59 | 10.85 | 11.12 |
| Turret Guard | 10.18 | 10.38 | 10.59 | 10.85 | 11.12 |
| Assistant Cashier | 12.26 | 12.57 | 12.88 | 13.27 | 13.67 |
| Vault Clerk | 10.18 | 10.38 | 10.59 | 10.85 | 11.12 |

- 2.01 Any employee assigned to work in a higher classification shall receive the hourly rates applying to the higher classification for all hours actually worked in such higher classification.
- 2.02 An employee shall suffer no reduction in his/her hourly rate by reason of his/her being assigned to work in a lower classification.
- 2.03 (a) There shall be no pyramiding of premium rates of pay.
(b) Pay for time worked only shall be calculated using the 100-increment hour.
- 2.04 * The Employer agrees to pay part-time employees seven dollars (\$7.00) per week day shift and ten dollars (\$10.00) per weekend shift. Shifts being 0600 - 1500 and 1500 - 2400. Weekday shifts are Monday to Friday and weekend shifts are Saturday and Sunday.
- 2.05 * The absence of a full time employee from work for any reason, of an expected duration of more than thirty (30) working days will trigger the following:
- That employer agrees to the replacement of such employee by any full-time employee, by seniority, provided that said employee has the competence **and** qualifications to perform all the duties of the function he or she will be moving into. The Company will maintain its current practice of filling full time vacancies with part-time employees on a case by case basis.
- This movement of manpower will be limited to a maximum of three (3) bumps between division.
- Employees assigned will be given a short familiarization period not to exceed five working days to demonstrate that they have the ability and qualifications to perform satisfactorily the duties of the function.
- At this time management will inform the employees affected of the continuation of the assignment or will inform the employee that he or she must return to his or her previous assignment.
- The employee's wages shall be determined by the classification of the position they assume, not by the wage rate of the employee they replace, specifically the grandfathered employees.
- After discussion with the Union, Management's decision in this case will be final and cannot be the subject of the grievance and arbitration procedure.

ARTICLE III HOURS OF WORK

- 3.01 * (a) The above scales of wages shall apply to the first forty (40) hours of work in any week. Those hours worked in excess of forty (40) shall be considered as overtime and shall be paid, therefore, at the rate of one and one-half (1 1/2) times the regular hourly wage set forth above. This is except where the hours of work are averaged to forty (40) over a period of two (2) weeks and overtime at one and one-half (1 1/2) times the regular hourly wage set forth above will be paid after eighty (80) hours in a two (2) week period.
- (b) Full-time employees shall have the option of working any overtime in one division, on a divisional seniority basis, once all part-time employees have worked (40) forty hours of work in any week. Such full-time employee will have the competence to perform the duties of the function where overtime has become necessary.
- (c) Sunday, holiday and "on call" work shall be treated as part of the work schedule
- 3.02 All full time employees shall be guaranteed forty (40) hours of work per week or the equivalent thereof in pay. The Employer shall be privileged but not obligated to work employees in excess of the number of hours guaranteed per week or on their days of rest. The Employer shall schedule regular full time employees so that their weekly guarantee of hours is satisfied within five (5) or less days, provided such assignment does not affect the Employer's service to its customers or increase the cost of operation.
- 3.03 All employees who work shall receive a minimum guarantee of three (3) hours of work or the equivalent thereof in pay.
- 3.04 If the Employer is unable to operate as a result of a state of emergency as declared by Federal, Provincial or Local Governmental authority, the weekly and daily guarantees provided above shall be correspondingly reduced by the number of working hours that the Employer is unable to operate.
- 3.05 (a) Employees shall be required to be available for work on an "on call" basis. If called to work while on "on call", an employee shall receive a guarantee of three (3) hours of work or the equivalent thereof in pay at the employee's 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. "On Call" hours shall not be considered hours worked.

- (b) "On Call" work shall be offered first to part time employees up to forty (40) hours of work. If sufficient part time employees are not available, "on call" work shall be offered to **full** time employees in order of seniority, provided the employee has the qualifications and the appropriate access combination. The junior full time employee with the appropriate access combination shall be required to take the "on call" assignment.

3.06 *

- (a) Part-time employees may be assigned to work in any classification to:
- complete the weekly work schedule after full time employees have been scheduled in accordance with the weekly guarantee;
 - to replace employees absent or on vacations.
- (b) A part-time availability list will be posted and followed as a guide on a thirty-two (32) hour basis. This is not a guarantee of hours. Hours will only be re-assigned if there is a mistake in the schedule.

Part-time employees will be placed on the seniority list according to date of hire.

Hours will be offered to limited availability employees according to their seniority provided they indicate availability before closing time on Wednesday by signing the list posted at the workplace.

- Availability twenty-four (24) hours per day when the employee signs the list, unless mutually agreed between the employer and the Union.
- Replacing full time employees in scheduled blocks will not be given to limited availability employees. Only part-time employees that are available twenty-four (24) hours seven (7) days per week will be offered such blocks (i.e. vacations, long term illness, etc.).
- Limited availability employees will have to be available for work a minimum of five (5) days per month depending on the availability of scheduled hours.

A schedule will be posted for part-time employees to sign up for work for full time vacations. Once signed up they cannot back out to do another block of hours we agree based on if the employee is qualified to work the block of hours that are scheduled and if a part-time

Discipline

A week is based on forty (40) hours and a day is based on eight (8) hours.

If an employee is suspended for a day and his shift is more than eight (8) hours, the employee will be given the option of making up the hours in excess of eight (8) on another day in the week of suspension.

Personal Holiday

Regular full time employees shall be granted a personal holiday at their regular hourly rate consistent with their regularly scheduled assignment. If the personal holiday is twelve (12) hours long, the employee gets paid twelve (12) hours holiday.

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

Statutory Holidays

Holiday on a Day Off:

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

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

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

Holiday on a Working Day

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

The work week is reduced by this number of hours.

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

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

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

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

**ARTICLE IV
SUNDAY, HOLIDAY WORK AND WORK ON DAY OF REST**

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

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

4.02 In addition to the designated holidays described in Clause 4.01 above, one (1) personal holiday shall be added to the list of designated holidays. Such holiday shall be taken by mutual agreement between the employee and the Employer with the employee giving a minimum of two (2) weeks' notification of his/her intent to schedule said holiday.

4.03 * Part-time employees will **be** paid as per the Federal Code.

4.04 (a) Any employee required to work on any of the above designated holidays with the exception of Christmas Day or New Year's Day shall be paid at one and one-half (1 1/2) times the regular hourly rate applicable to the classification in which he/she is assigned on such holiday in addition to the holiday credit and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay for each such call to work. Any employee required to work on Christmas Day or New Year's Day shall be paid at two (2) times the regular hourly rate applicable to the classification in which he/she is assigned on such day and such employee shall be guaranteed a minimum of three (3) hours of work or the equivalent

thereof in pay for each such call to work. Such hours shall not be included in the regular weekly hours of work for that week. With mutual agreement, the employee has the option to receive time or payment for such work.

- (b) When it shall be necessary to assign regular full time employees to work on their scheduled day off, assignments to such work shall be rotated on order of seniority among the regular full time employees who are scheduled off on those days and who have signed the appropriate availability to work list and who are available and qualified to perform the work assignment and who possess the appropriate access capability. The Employer shall be privileged but not obligated to work full time employees on their scheduled day off. In the event an insufficient number of employees accept such assignments, the Employer reserves the right to assign the least senior full-time employees qualified to perform the required work.

Any employee who shall be unavailable or who requests off an assignment referenced above shall be treated as having accepted the assignment for the purposes of overtime rotation.

4.05 During those weeks in which holidays occur, runs and assignments may be adjusted to accommodate necessary changes of operation. During such weeks, bid runs shall be suspended and employees shall be subject to assignments at the discretion of the employer. Holidays are as defined in Article 4.01 of the Collective Agreement. The employee's entitlement under Article 4 shall not be affected.

4.06 When it shall be necessary to assign full-time employees to work on their scheduled day of rest or on holidays or Sundays, assignments to such work shall be rotated in order of seniority among those employees scheduled off on those days who have signed the appropriate availability-to-work list and who are qualified to perform the required work assignment.

In the event an insufficient number of employees accept such assignments, the Employer reserves the right to assign the least senior employees qualified to perform the required work.

Any employee who shall be unavailable or who requests off an assignment referenced above shall be treated and counted as though they had actually worked the assignment.

**ARTICLE V
VACATIONS**

- 5.01 * All full time employees who have completed one (1) full year but less than five (5) years of service as such during the previous calendar year, January 1st through December 31st shall be granted a vacation of two (2) weeks with pay. Full time employees who have completed five (5) years but less than eleven (11) years of service as such during the previous calendar year shall be granted a vacation of three (3) weeks with pay. Full time employees who have completed eleven (11) years but less than eighteen (18) years of service as such during the previous calendar year shall be granted a vacation of four (4) weeks with pay. Full time employees who have completed eighteen (18) years or more of service as such during the previous calendar year shall be granted a vacation of five (5) weeks with pay.
- 5.02 (a) Vacation pay for full time employees shall be computed on the basis of four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the employee's total earnings during the previous calendar year for employees entitled to two (2), three (3), four (4) or five (5) weeks' vacation respectively, as the case may be.
- (b) Vacation pay for part-time employees shall be computed on the basis of four percent (4%), six percent (6%), eight percent (8%) of the employee's total earnings during the previous calendar year for employees entitled to two (2), three (3), four (4) weeks vacation respectively, as the case may be.
- 5.03 If a designated holiday occurs during an employee's paid vacation period, he/she shall be granted one (1) additional day of vacation or he/she shall be granted one (1) additional day's pay computed on the basis of eight (8) hours at straight time rates for full-time and the appropriate percentage, pro-rated for part-time employees at straight time rates.
- 5.04 * The vacation period shall be January 1st to December 15th. Vacations must be taken during the vacation year. Employees may not receive pay in lieu of vacation unless mutually agreed to between the employee, Employer and the Union.
- 5.05 * Employees shall select their respective vacations in order of their seniority within the bargaining unit. Provided operations permit it, a maximum of two (2) employees within the bargaining unit will be allowed off at the same time. Employees will be permitted to pick two weeks at a time, or three weeks if leaving the Province. However, the Employer reserves the right to change the vacation date of employees and to determine the maximum number of employees who may be on vacation during any week due to the fact that

other employees are absent due to sickness, compensation, etc. Except as provided above, employee's vacation day may only be changed by mutual consent of the Employer and the employee. Employees shall receive their vacation pay not later than one (1) working day prior to the date on which their vacation is scheduled to begin. The Employer and the Union agree to meet prior to January 15th each year to set the guidelines for vacation bidding for the upcoming vacation bid.

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

5.07 In the event the employment of a full time employee shall be terminated, he/she shall then be paid for all vacation he/she earned during the last full calendar year, but not taken, plus a pro-rated vacation pay computed at four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of the employee's earnings during the current calendar year. Part-time employees will be paid as per the Canada Labour Code - Part III.

ARTICLE VI SENIORITY - NO NEW EMPLOYEES

6.01 (a) There shall be three (3) separate full-time seniority lists: Transportation Services, Money Room, and Vault-Turret. There shall be one (1) part-time seniority list.

Seniority for full-time transportation services employees shall be determined by the date on which such employees are hired as or promoted from part-time to full-time Crew Chief, Driver, Guard/Technician.

Seniority for full-time Money Room employees shall be determined by the date on which such employees are hired as or promoted from part-time to full-time Money Room position.

Seniority for full-time Vault employees shall be determined by the date on which such employees are hired as or promoted from part-time to full-time Vault position.

(b) Where more than one employee is promoted to full time status at the

same time, the date of hire will be used to determine their respective seniority.

6.02 The Company recognizes the desirability of retaining employees with longer continuity of service and the Union recognizes that the Company must maintain an effective working force.

Unit seniority shall prevail with respect to layoff and re-employment after layoffs, irrespective of classifications, provided those employees maintained are qualified to meet the work requirements of the Employer.

A reasonable time, not to exceed thirty (30) days, may be provided to the appropriate affected employee to prove their ability to satisfactorily perform all of the work and duties required.

6.03 When a new job is created or a vacancy occurs within the bargaining unit, notice thereof shall be posted on the bulletin board for a minimum of two (2) weeks before the applicant is selected unless there are employees who in their respective working units are on layoff with recall rights. Employees shall be selected to fill such vacancies in accordance with their overall seniority, proper training, ability, qualifications and capacity for filling such vacancy, however, the Employer reserves the right to determine the ability and qualifications of employees considered for promotion.

6.04 The Employer may refuse promotion to an employee but upon request from the Union, must show reasonable cause for such refusal. The promotion of an employee to a higher classification shall be made subject to a trial period of thirty (30) days during which such trial period of an employee who fails to meet the requirements of the Employer shall be demoted to his/her former classification without loss of seniority. During said trial period, an employee may, at their request, return to their former classification without loss of seniority. The Employer reserves the right to work employees in any assignment covered by this Agreement and to designate on which run an employee shall work.

6.05 The Employer agrees to furnish the Union with a new and accurate seniority list at the start of each new year.

6.06 An employee who shall be transferred out of the bargaining unit hereby covered but who remains in the employ of the Employer in a different classification shall retain their seniority rights in said bargaining unit including the right to return to their former classification for a period of six (6) months from the date of such transfer provided such employees maintain their membership in the Union in good standing. Thereafter, the employee shall lose all seniority rights under this Agreement.

- 6.07 No employee shall be required to work a split shift without being compensated for the minimum daily guarantee on each call.
- 6.08 * Whenever forty (40) hours of work shall be available to a single part-time employee in his/her operating unit in excess of the regularly scheduled work than guaranteed to full time employees and exclusive of work in relief of employees absent or on vacation, emergencies, peak work, holiday work, split shifts and "on call" work, an additional employee shall be added to the list of full time employees. The parties further agree that while part time employees may be assigned to work in any classification in any work units, additional full time jobs will only be created where forty (40) hours are available for thirty (30) days or more to a single part-time employees in his/her operating unit. The employer shall not allocate existing hours in a manner which creates split shifts in order to evade Article 6.08
- 6.09 Whenever forty (40) hours of work shall not be available to the junior full time employee on a regular basis exclusive of work performed in relief of employees absent or on vacation, emergencies, peak work; holiday work, split shifts, and "on call", the Employer reserves the right to reduce the junior full time employee to part-time status or the employee may elect layoff instead. If the employee elects layoff at this time, such layoff shall be final until recall to full time status. An employee may elect to return back to work on a part-time basis in his/her operating unit without any loss of seniority following a year on layoff Any full time employee who is reduced to part-time status as a result of a reduction in the Employer's work requirements shall receive preference to scheduled work assignments over all other part-time employees up to the weekly guarantee of hours in effect for full time employees provided such employee is available to work for the Employer a minimum of 3 days per week (provided such work is available) and is senior to the other employees on layoff Any employee returning to work after a year lay-off or reduction to part-time status may supplement their hours in another operating unit, provided they do not interfere with scheduled weekly guaranteed hours from employee or employees who may already be in a reduced status in that unit.
- 6.10 * An employee shall lose their seniority rights as a result of any of the following:
- (a) they are discharged and not re-instated through the Grievance or Arbitration Procedures;
 - (b) they resign or quit:
 - (c) they fail to report to work after a layoff within ten (10) days after being notified by registered mail;

- (d) they fail to report to work at the expiration of a leave of absence, except in the case of a bonafide emergency;
- (e) they are absent from work for three (3) days without notifying the Employer;
- (f) they are promoted and remain outside of the bargaining unit six (6) months or longer;
- (g) they are on layoff without recall for a period of twenty-four (24) months;
- (h) or they refuse to return to work, following a recall to full time status twice (except in the case of a bonafide emergency).

6.11 No New Full Time Employees

No new full time employees shall be hired until those on layoff status have been given an opportunity of recall, provided that those on layoff status are qualified to perform the work required.

6.12 The Employer will give notice of lay-off in accordance with Part III of the Canada Labour Code.

- 6.13 *
- (a) There shall be three (3) separate full-time seniority lists (Money Room, Vault/Turret, and Transportation Services)
 - (b) In the event of a **loss** of work that may cause an employee or employees to be reduced to part-time or layoff status, overall seniority shall be the governing factor.

**ARTICLE VII
UNIFORMS**

7.01 * The Employer shall furnish and pay for uniforms. The style, type and quantity of specific items shall be determined by the Employer. Such uniforms shall remain the property of the Employer. **All** uniform items, including the shirts, shall be replaced on a one for one exchange basis as required, The Employer shall direct the appropriate code of uniform dress.

7.02 Should appropriate all season materials and/or design be available to reduce uniform requirements and costs, discussions will take place concerning the introduction of the new uniforms.

**ARTICLE VIII
CHECKOFF**

- 8.01 The Employer shall, subject to Article 1 of this Agreement, deduct from the wages of all members of the bargaining unit and remit to the Association on a monthly basis the amount of membership dues and local fees of the Association.
- 8.02 The Association shall inform the Employer in writing of all authorized deductions to be made.
- 8.03 The Employer shall forward said dues to the Association, accompanied with the following information:
- (a) the employee's name from whom deductions have been made;
 - (b) their classification;
 - (c) any changes from previous list, e.g. changes in employee status (promoted, demoted, layoff, resignation, etc.).
- 8.04 If the above check-off does not conform with Provincial or Federal laws, the Association shall indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in making deductions herein provided for.

**ARTICLE IX
SHOP STEWARDS**

- 9.01 The Employee acknowledges the right of the Union to elect or appoint one (1) Steward in each working unit covered by this Agreement. The Union may elect one (I) auxiliary Steward to fulfill the duties of the regular Steward only during his/her absence. The Steward may call for a Union representative by appointment if he/she so requires.
- 9.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him.
- 9.03 It is agreed the Steward's duties shall, in no way, conflict with the duties of the Employer and they shall be held responsible for the same quality and quantity of work as other employees.

It is further agreed that a Shop Steward shall not absent himself from his/her

work location for any reason without first obtaining permission from an authorized management representative. Such permission shall not be unreasonably withheld.

- 9.04 Shop Stewards shall suffer no **loss** of regular pay for time spent attending meetings with management representatives on Company premises.
- 9.05 In the event the Steward or any other employee shall be duly elected or appointed by the Union to attend a Labour Convention, or serve in any capacity on other official Union business, they shall be given the reasonable or necessary time off without pay and without discrimination to attend such Union matters provided that absence on such business shall not interfere with the Employer's work requirements. The Union shall give the Employer notice of the requested time off at least seventy-two (72) hours prior to the commencement thereof

ARTICLE X GENERAL CONDITIONS OF EMPLOYMENT

- 10.01 Except where conflicting with other Articles of this Agreement, the conduct of all employees shall be guided by reasonable rules and instructions promulgated by the Employer from time to time. The Union shall be given prompt notice of new rules or regulations established by the Employer. The reasonableness of any rules shall be the proper subject of arbitration.
- 10.02 A bi-weekly schedule of work showing the days of work, days off, starting time and run assignments for all employees will be posted every second Thursday of the preceding week except in the case of a week in which a Federal or Provincial holiday falls. Once posted, changes will be made in said schedule only to meet emergencies, adjust for absenteeism, tardiness, extra work and to correct apparent errors. Such changes shall be posted as early as may be feasible. Vacancies occurring in the assignments may be filled by part-time employees.
- 10.03 Employees shall be paid once weekly on a designated payday by direct deposit.
- 10.04 All employees shall register their working hours on a punch clock located on the Employer's premises.
- 10.05 All employees covered by this Agreement shall, at all times, use their best endeavour to further the interest of the Employer.

- 10.06 The Employer shall provide a course of training for those employees who are otherwise qualified and who wish to become Crew Chiefs, Drivers, Guard/ Technician, Chief Money Room Clerk, Turret Guard, Assistant Cashier, and Vault Clerk. Said training will be provided taking into consideration operational requirements.
- 10.07 The representative of the Union shall be admitted on the company's premises during regular working hours upon proper identification and shall be permitted to inspect the time cards, payrolls and the equipment used by the employees in order to determine that the terms of the Agreement are being observed. Access to security areas is limited to authorized personnel only.
- 10.08 (a) If employees are required to remain out-of-town overnight, they shall be paid for all time while out-of-town while they remain on duty. They shall be provided with clean, comfortable lodging (single accommodation). They shall be paid meal expenses at the rate of forty dollars (\$40.00) per overnight stay effective on the date of ratification.
- (b) Employees on scheduled out of town runs often (10) hours duration or more with no overnight stay, shall receive a ten dollar (\$10.00) meal allowance.
- 10.09 Employees shall be allowed up to a maximum of one-half (1/2) hour daily for lunch. Time taken for lunch shall not be considered as time worked and therefore shall not be paid. Provided that an employee is required to remain on the armoured vehicle on the Employer's premises during such lunch period, then such time shall be considered as time worked and shall, therefore, be paid. The truck shall not be stopped for more than one-half hour in total.
- Where lunch stops shall be made while on the route, they shall be taken with the knowledge of the Branch Office and without appreciable deviation from the approved or established schedule of the armoured car crew. Every effort shall be made to avoid making such stops when high liabilities are on board the armoured car and at a time when the making of such stops will interfere with the Employer's obligations to the customer.
- 10.10 Regarding firearms permits, it is understood and agreed that it is in the best interest of the employees and the general public that employees be limited to two (2) tests per qualification twice per year to achieve the accepted standards set out by the Province of Newfoundland, Should an employee not achieve these standards he/she will be provided with remedial training within six (6) weeks by the Employer and he/she will be provided with a third

qualification test. Failure to achieve these standards will result in loss of seniority rights and termination of employment.

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

10.12 Upon employment, an employee will be provided with information concerning:

- (a) duties and responsibilities;
- (b) classification and wage rate;
- (c) terms and conditions of employment. Where copies of the Collective Agreement have been provided to the Employer by the Association, the employee will receive a copy.
- (d) The employee will be advised of the name of the Shop Steward and introduced to the Steward when reasonably possible.

10.13 In the interest of health and safety, it might become necessary to require an employee to submit to a psychiatric assessment of their ability to perform the requirements of their position. The employee so required will have the opportunity of selecting a Psychiatrist of his choice. The doctor's finding will remain confidential with the only requirement being his opinion as to whether or not that employee is capable or not of performing his duties.

The Employee so required may be asked to release and authorize the release of the findings referred to above to a designated company psychiatrist.

In such an instance, the two psychiatrists must agree to the fitness of the employee to return to his employment.

Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.

The finding of the medical consultant shall be final and binding upon all parties.

The remuneration of the consultant shall be borne equally by the Employer and the Union.

Should the consultant deem the employee to be capable of carrying on his

assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

10.14 Labour Management Co-Operative Committee

The Company and the Union recognize that cooperation between the Company and the employees is indispensable to the accomplishment of the purpose for which the company has been established.

The parties further recognize that constructive and meaningful discussion/dialogue is necessary to promote action to improve employee-Employer relations, production and service efficiency and customer satisfaction.

The parties, thus, agree to establish a Labour Management Co-operative Committee which shall consist of up to two (2) Union representatives and up to two (2) Company representatives.

The meetings of the Committee shall be chaired by the Employer's representative and a vice-chairman will be selected by the Union. A meeting should normally be held each month, providing subjects for discussion are provided to the Chairman at least one (1) week in advance of each meeting so that an agenda can be prepared.

Minutes of the proceedings should be prepared by the representative of the Company and signed by the Chairman and Vice-chairman **as** promptly as possible after the close of the meeting so that appropriate distribution can be made.

In general, these meetings may give consideration to matters of mutual interest to the Company and the Union affecting employees in the bargaining unit, including training, safety and health, the achievement of the most effective operation and conduct of work, and matters affecting employee welfare, but shall exclude matters which are proper subjects for the Grievance Procedure or for negotiations.

10.15 An employee will be able to review their personnel file at any time in the presence of a management representative. Any employee wishing to review their personnel file must make the request in writing to management and an appointment to do so will be arranged.

There shall be one (1) official personnel file which, among other things such as pay and benefit administration information and information regarding the supply and issue of company property and equipment, shall contain copies

of all disciplinary notations/adverse reports and records of disciplinary action. Copies of disciplinary reports and action will remain in an employee's personnel file for one (1) year from the date of their issue but may not be considered part of his/her record after that date and will be removed after that date provided there has not been a reoccurrence of a similar incident during that period.

An employee will first be advised of any disciplinary reprimand before it is placed in their personnel file. The employee will acknowledge that this has been done by placing his/her signature on the document.

ARTICLE XI
ABSENCE/WITNESS/DEATH IN FAMILY/LEAVE OF ABSENCE!
SICK LEAVE/OTHER LEAVE/EDUCATION LEAVE

- 11.01 The Employer agrees to carry workers' Compensation Liability Insurance with a recognized Company to protect employees should they be injured, disabled or killed in the scope of their employment with said Employer.
- 11.02 The Employer agrees to co-operate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law.
- 11.03 Any employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate of the balance of their shift on that day. All employees shall be covered by the Workers' Compensation Act and its benefits.
- 11.04 In the event full time employees are required to serve on a jury or attend a selection process, they shall be paid the difference between the jury fees and the pay for their guaranteed work week for each such week of jury duty, provided the employees shall make themselves available to work for the Employer during said period when they are not required to serve on the jury.
- 11.05 Witness: In the event an employee is subpoenaed to appear as a witness on behalf of the Employer in a case where the Employer is involved, 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.
- 11.06 * Death in Family
- (a) In the event of the death of an employee's mother, father, mother-in-law, father-in-law, spouse, same sex spouse, common-law-spouse, children, legal guardians, brother, sister, stepmother, stepfather,

grandmother, grandfather, and grandchild, they shall be granted a leave of absence for a period immediately following the date of such death at their regular straight time hourly rate for each working day which may occur during such leave of absence up to a maximum of three (3) working days.

- (b) In the event of the death of a brother-in-law or sister-in-law, employees shall be granted a one (1) day leave of absence for the purpose of attending the funeral and shall be paid 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.

11.07 Leave of Absence

Any employee desiring leave of absence from their employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment with a customer or a competitor. Failure to comply with this provision shall result in the immediate termination of and in the complete loss of seniority rights for employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

11.08 Sick Leave

- (a) 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 applicable rate of pay for each scheduled day of work on which the employee shall be unable to work to the maximum amount of forty (40) hours in any calendar year subject to the following conditions.
- (b) Payment shall commence on the first day of absence due to sickness or injury. Such payment shall not be considered as hours of work. Unused sick leave (maximum of forty **(40)** hours) shall be paid for by mid-December of each year. In case of consecutive days of illness extending into the following calendar year, the employee must work at least one (1) week during such following calendar year to qualify for renewed annual sick leave benefits. It is understood and agreed that the Employer reserves the right to require written medical proof of illness whenever illness is given as the reason for an absence whether payment is claimed or not and that any proven abuse of the foregoing by an employee, including the filing of false claims for sick leave payments, shall constitute just cause for discharge.

11.09 Other Leave

The Company agrees to abide by the requirements set out by the Labour Standards Act of the Province of Newfoundland and Labrador regarding any form of leave not specifically addressed in this Collective Agreement, including maternity leave.

11.10 Education Leave

An employee who is upgrading his/her employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.

**ARTICLE XII
EQUIPMENT**

12.01 It is the mutual advantage of both the employer and the employees that employees should not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Employer all defects in equipment. It shall be the duty of the Employer to maintain all vehicles in safe operating condition in accordance with the Department of Transport Regulations.

The maintenance of equipment in sound operating condition is not only a function but a responsibility of management. The determination of, as well as the responsibility for all decisions in regard to the condition of equipment, shall rest with the Company and may become a discussible grievance subject to Article 14.

12.02 * The Company shall install and properly maintain heaters and air conditioners on all its armoured trucks. Air conditioners be operational by no later than April 30th of each year. Heaters shall start to operate by October 1st of each year.

**ARTICLE XIII
BULLETIN BOARDS**

13.01 A bulletin board shall be placed in a conspicuous place on the company's premises to serve as a notice board for employees. The notice board shall be for Union purposes only and shall be furnished at the expense of the Employer. The posting of any notice shall first have prior approval of the Employer.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

14.01 Differences of interpretation or the alleged violation by the Employer, the Union, or any employees of any of the provisions of this Agreement, except where stated, as well as any other complaint relating to working conditions shall be considered a grievance.

14.02 The procedure for processing the grievance of an employee or a group of employees shall be as follows:

(a) Complaint - An employee who has a complaint must attempt to discuss it orally with their immediate Supervisor either alone or, at the request of the employee, in the presence of the Union Steward. In the event that the complaint is not settled in this manner, it then becomes a grievance.

(b) Step 1:

The grievance shall be reduced to writing and shall specify the person(s) involved, the date the grievance occurred, the provision of the Collective Agreement being violated, the remedial action requested and all facts pertaining to the grievance and shall be sufficiently clear or fully stated to enable the company to properly act thereon. The grievance shall be signed by both the employee(s) and Union Steward. If the grievance is not settled within ten (10) working days from the time of its presentation to the Manager or their designate, it may be referred to the next Step.

The above, notwithstanding any grievance not filed in writing with the Manager or in their absence, to the person then acting as Manager, within five (5) days after the employee knew or ought to have known, of the occurrence which is the basis of the grievance, shall be deemed to have been waived and shall not be considered.

(c) Step 2:

Where a Step 1 grievance reply is marked unsatisfactory by the Union and is returned to the Manager within two (2) working days after return of the grievance to the Union, management shall have an additional ten (10) working days to resolve the grievance.

If no mutually satisfactory settlement is concluded within the ten (10) days, either party may refer the matter to arbitration as per Article 15.

- 14.03 Failure by the Union to take any successive steps herein provided within the specified number of days from the day the grievance is returned to the Union shall be deemed as acceptance of such decision as final.
- 14.04 If the Company fails to reply to a grievance within the specified time limit, at any Step, the grievance may proceed to the next Step including arbitration.
- 14.05 The foregoing notwithstanding nay or all of the time limits applicable to the Grievance Procedure may be extended by mutual agreement of the Union and the Company.
- 14.06 Where a dispute arises involving a question of general application or interpretation of this Agreement, the Association or company may initiate a grievance that shall commence at Step 2.
- 14.07 No grievance shall be rejected or denied solely because of a clerical, typographical or similar technical error.

ARTICLE XV ARBITRATION

- 15.01 Within ten (10) working days after a final decision has been announced on any grievance properly processed under the Grievance Procedure involving the applicant or interpretation of any provision of this Agreement or involving the discharge or disciplinary suspension of any employee and one of the parties hereto is not satisfied with the same, the matter may be submitted to arbitration. Notice of intention to proceed to arbitration must be given within the ten (10) working days referenced herein, such notice shall be made by registered or certified mail addressed to the other party of this Agreement.
- 15.02
- (a) Unless otherwise mutually agreed to by the Union and the Company, all matters to be arbitrated shall be referred to an Arbitration Committee/Board consisting of three (3) persons.
 - (b) At the time either party serves notice to the other of its intent to proceed to arbitration, it shall also advise the other party of the name of its Arbitration committee/Board nominee.
 - (c) Within ten (10) working days or receipt of such notice, the respondent party shall advise the other of the name of its Arbitration Committee/board nominee.
 - (d) The respective nominees shall have ten (10) working days to agree to and select a third person to act as Chairperson of the Arbitration

Committee/Board. Should the respective nominees fail to select a Chairperson within the ten (10) working days referred to herein, they shall request the Newfoundland Minister of Labour to name a Chairperson who shall be a resident of Newfoundland.

- (e) The Arbitration Committee/Board shall have no power to add to, nor to subtract from, nor to modify the terms of this Agreement or any agreement made supplementary hereto.
- (f) The Arbitration Committee/Board shall limit its discussions/investigations to the subject before it, shall effect a decision that is final, conclusive and binding upon both the Employer and the Union. Such decision shall not effect a reformation of the terms of this Agreement,
- (g) The expenses and fees of the Chairperson shall be shared equally by the Employer and the Union. The expenses of the Company and the Union representatives shall be borne respectively by each party.
- (h) **By** mutual agreement, the Employer and the Union may waive the abovementioned three (3) person Committee/Board and submit the dispute to a single Arbitrator.
- (i) The Employer and the Union shall make themselves available for the necessary meetings hereunder within a reasonable period of time so that the arbitration decision can be rendered as soon as possible.

15.03 The time limits fixed in the Arbitration Procedure may be extended by the mutual agreement of the parties.

15.04 Conflict of Interest

No person shall be appointed to or act as a member of an Arbitration Board:

- (a) who has pecuniary interest in the matters referred to the Arbitration Board, or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment, acted in the capacity of Solicitor, Legal Advisor, Counsel or paid agent of either of the parties.

**ARTICLE XVI
EMPLOYER'S RIGHTS**

- 16.01 (a) The conduct, control and management of the Employer's business, the direction of its working force and the determination of the employee's ability to perform the work required are the sole and exclusive prerogatives of the Employer, subject to the provisions of this Agreement. All functions, rights, powers, and authority, which are not specifically abridged, delegated, or modified by this agreement, are recognized by the Association as being retained by the employer.
- (b) The Employer and the Union recognize the right of all employees in Brink's to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible, in accordance with Brink's Workplace Harassment Policy. The Employer and the Union agree to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined, as necessary. The Employer and the Union agree that victims of harassment shall be protected, where possible, from the repercussions, which may result from a complaint.
- 16.02 The location of the Branches where employees shall report for work and finish work, the type and kind of service to be rendered, the crew sizes, the locations to be serviced, the addition, extension or discontinuance of work and any and all changes pertaining to such matters which may be made from time to time in the interest of efficient operations are the exclusive rights of the Employer.
- 16.03 The Employer reserves the right to discipline and discharge employees for just cause. It is agreed that among other acts, dishonesty, leaving an armoured car unattended with valuables aboard, use and/or possession of alcoholic beverages or any illegal, non-prescribed drugs while on duty or during coffee or lunch periods; attending work while impaired from the use of alcoholic beverages and/or drugs, improper and dangerous handling of firearms, sleeping while on duty, forging or deliberately falsifying any Company record are just cause for immediate discharge.
- 16.04 Nothing herein contained shall be construed to prevent management personnel from performing bargaining unit work in cases of emergency or when no bargaining unit employees are available to perform such work on a timely basis.

- 16.05 (a) The parties agree that management has the sole discretion in deciding the duties, responsibilities and qualifications for all jobs within the bargaining unit.
- (b) Any job classification which may be established during the life of this agreement and not negotiated during the life of the agreement shall be subject to negotiations between the Employer and the Association during the term of this Agreement. If the parties fail to reach agreement during such negotiations, the matter may be submitted by either party to arbitration as per Article 15.
- 16.06 The Employer shall notify any employee in writing of his/her discharge or suspension within seven (7) calendar days of the Employer being made aware of the event giving rise to such discharge or suspension. It is further agreed that this seven (7) day period may be extended by mutual consent in writing to allow for a complete investigation to be done. The company will notify the union in writing of this extension and the expected completion date of the investigation.

ARTICLE XVII GROUP INSURANCE

- 17.01 (a) The Employer shall maintain and pay the required premium costs for a Group Insurance Plan for full time employees to be described in a separate document.
- (b) Concerning the Employer's contribution outlined in Clause 17:01, the total refund authorized by the Unemployment Insurance Commission shall be acquired by the Employer.

ARTICLE XVIII PENSION

- 18.01 Employees shall be covered under the Pension Plan as described in the booklet entitled "Unionized Employee's Pension Plan" of Brink's Canada Ltd. and related Companies. Full time employees shall be covered from their date of hire. Part-time employees will qualify in accordance with the terms and conditions set forth in the Plan.

**ARTICLE XIX
NO STRIKE/LOCKOUT**

- 19.01 During the present Agreement or any renewal thereof, there shall be no strikes, no partial or total stoppage of work, nor any slowdown on the part of the employees or of the Union.
- 19.02 In case of violation of the preceding Clause, any employee involved therein shall be subject to dismissal or to disciplinary measures including loss of seniority.
- 19.03 During the present Contract, there shall be no lockout by the Employer.
- 19.04 **An** employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a Labour dispute. The union will notify the employer of any legal picket lines, which they intend to recognize. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action or a reduction in wages.

**ARTICLE XX
CLASSIFICATIONS DEFINED**

20.01 Crew Chief

The Crew chief **is** under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances.

The crew chief shall exercise immediate supervision over their crew while on duty and ensure that the crew performs their respective duties in a proper manner with particular regard to security, safety and efficiency in accordance with the employee handbook.

The Crew Chief will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook.

The primary duty of the crew chief is to secure signage of receipts for all shipments and to utilize the facilities and appropriate equipment provided for the safe keeping and security of all shipments.

Only the employee designated as crew chief by management may act in this capacity even though some other employee on the crew, assigned as a driver or technician, may be qualified to act as crew chief.

20.02 Driver

The Driver is under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances. While on the run or route, the driver is under the direction of the crew chief unless those directions given are contrary to company rules and regulations.

The principle duty of the driver is to operate the truck or other motor vehicle to which the driver is assigned, safely and courteously, to guard and assist the crew chief as directed, and to attentively monitor the crew chiefs portable radio transmitter while the crew chief is away from the vehicle.

The driver shall not permit anyone to ride in the front compartment on a run consisting of three or less employees, unless given permission by management. The crew chief cannot give this permission. No more than one crew member may occupy the front compartment even during lunch or break periods.

The driver will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook.

20.03 Guard/Technician

The Guard/Technician is under the supervision of the manager, assistant manager, ATM supervisor, branch supervisor and his or her designate, dependent upon the circumstances.

The Guard/Technician is a person assigned to a crew for the specific purpose of protecting company personnel and the shipments and property for which the company is responsible.

While on the run or route, the Guard/Technician is under the direction of the crew chief unless those directions given are contrary to company rules and regulations.

The position serves as witness to all recorded transactions made by the crew chief where required.

The Guard/Technician will observe all security and safety procedures and will perform other miscellaneous duties in accordance with company policies, procedures and the employee handbook which shall include among other things, 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, and

removing customer deposits from the A.T.M. units.

20.04 Assistant Cashier

The assistant cashier assists the cashier in all activities and responsibilities, including but not limited to exercising independent discretion to direct and assign work; create scheduling of employees and runs.

The assistant cashier is also responsible for all duties of the cashier in his or her absence and when assigned to separate work schedules ultimately responsible for all such cashier duties; reports directly to the cashier and/or assistant branch manager and branch manager, where applicable, dependent on local conditions.

20.05 Vault Clerk

The Vault Clerk assists the Cashier as directed by the Cashier in all activities and responsibilities of the vault area. The Vault Clerk may work in conjunction with the Assistant Cashier, should the Cashier be unavailable to work in the area. This includes, but not limited to, checking in/out of the runs, maintaining all appropriate vault records including individual route and overall vault balancing, change funds, coin processing, air courier write-ups including precious metal reports, Bank of Canada shipments and regular networking, computer entries, mint and bank coin reporting, observing all security and safety procedures and performing miscellaneous duties as required.

20.06 Money Room Employees

The duties of all currency room employees shall generally be performed in, or in the vicinity of the currency room.

20.07 Security

All currency room employees are responsible for maintaining the security of the currency room and building. If an employee observes or is made aware of criminal activities, the employee shall promptly activate the police call device and other security alarms and arm his/herself with the available weapons. All doors leading into these areas will be dead-bolted and the employee will take a strategic position on the area.

20.08 Entrance to Area

Currency vault employees will allow only authorized personnel into the currency vault.

20.09 Receipting

Currency vault employees will accept, move, check in, count and receipt for shipments of currency and other items assigned to the currency vault. Before releasing any shipment, employees will have proper authorization and obtain a proper receipt for the monies released.

20.10 Records

Employees will prepare and maintain daily work sheets and records, required in connection with the currency processing operations.

20.11 Equipment

Employees will receive and arrange bags, trays, carts, wrapping material, boxes, hand trucks and other supplies, records and equipment used in connection with the operation of the currency room.

20.12 Counting/Sorting

Employees will verify, count, sort, package, load and unload currency and coin. They will perform the required cleaning, adjusting and repair of the currency machines.

20.13 Other Duties

Employees will aid the supervisor in performance of duties incidental to the proper and orderly operation of the currency room as may be assigned by management.

20.14 Firearms

All qualified and authorized currency room employees must be trained in and periodically qualify in the use of and firing of firearms. These weapons will be located so that all currency employees will have access to them.

**ARTICLE XXI
OCCUPATIONAL HEALTH AND SAFETY**

21.01 The Employer agrees to co-operate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements of the Occupational Health and Safety Act and deal with employee concerns regarding possibly dangerous or unsanitary working conditions.

**ARTICLE XXII
BID RUNS**

- 22.00 Full-time employees shall be permitted to select run assignments in accordance with the following procedures:
- 22.01 Twice (2) each year on approximately March 1st and September 1st, the Employer shall post a schedule of runs and assignments. Such runs and assignments shall be grouped in weekly blocks determined by the Employer. Each weekly block of runs or assignments which is posted, shall be described generally showing the area served, the approximate starting time and durations, the type of work involved and the crew complements. The weekly blocks shall also designate which days in the week an employee shall be normally scheduled off.
- 22.02 The schedule, so posted, shall remain posted for a period of approximately two (2) weeks to permit employees to study the schedules on which they will bid.
- 22.03 Approximately two (2) weeks after the posting of such schedule, those employees eligible to bid will be permitted to bid for their weekly schedules. Such bidding shall be in order of overall seniority and classification. Those employees who bid a weekly schedule must be qualified to perform all the duties required on such schedule.
- 22.04 Eligible full-time employees will be called in order of their overall seniority and shall be given a time limit in which they may bid for the weekly block assignment of their choice. If an employee shall fail or refuse to make any bid within the time limit allowed, he shall be assigned to a pool of unbid employees and the next junior employee who is qualified, shall be permitted to bid until the blocks are bid. Full-time employees who may be absent for any reason during the time when work selections are being made, shall have the responsibility to advise the Employer of their selections by some appropriate means on a timely basis. Failure to advise the Employer shall result in that employee being assigned to the pool of unbid employees.
- 22.05 Employees shall be assigned to their selected weekly block or assignments schedules on the Monday closest to March 1st and September 1st each year. Once an employee has been assigned to a weekly block of runs or assignments, such employee will remain on such block until the next general bid. It is agreed and understood that all blocks of runs or assignments will be filled by full-time employees. In the event that the bid is incomplete due to some employees selecting pool assignment, the Employer will fill these positions in reverse order of seniority until all full-time employees have been

assigned.

- 22.06 The Employer reserves the right to refuse permission to an employee to bid a certain weekly schedule as well as the right to remove him from a weekly schedule he has bid. At the employee's request, the reasons for the refusal will be given in writing. Any dispute involving such refusal to assign or the removal of an employee from a bid run may be the subject of a grievance under the terms of this Agreement. The Employer reserves the right to change runs from time to time by adding stops or removing stops, changing starting times, merging, consolidating, eliminating and adding runs.
- 22.07 Merging- In the event two (2) or more runs are merged, the employees on said runs shall bid on the runs affected in order of overall seniority for the right to remain on the merged run or revert to the pool of unbid employees.
- 22.08 In the event there is a change to the bids runs causing an increase or decrease in full-time staff a new bid will take place if the next scheduled bid is more than sixty (60) days away.
- 22.09 In the event a new forty (40) hour block is established, full-time employees on lay-off status or full-time employees that have been reduced to part-time, shall have the first option to bid on the new block in accordance with Article 6 provided the above employee is qualified to perform the duties.
- 22.10 Vacancies - To cover vacancies on runs or schedules, replacement shall be made as follows:
- (a) Permanent vacancies such as retirement or death shall be bid from the pool unless there are less than sixty (60) days left in the bid.
 - (b) Temporary vacancies created by absenteeism, tardiness and vacation shall be filled by assignment of employees from the pool.
 - (c) Emergencies- In case of emergency when it becomes necessary to send a run out on schedule, employees may be moved from their bid assignments and sent out to cover the emergency.
- 22.11 During those weeks in which holidays occur, runs and assignments will be adjusted to accommodate necessary changes of operation. During such weeks, bid runs shall be suspended and employees shall be subject to assignment at the discretion of the Employer. Holidays are as defined in Article 4.01 of the Collective Agreement.

**ARTICLE XXIII
TERMS OF AGREEMENT**

- 23.01 * This Agreement shall become effective upon ratification and continue for the period of four (4) years from the date of ratification.
- 23.02 This Agreement will remain in full force and effect until such time as a new Agreement has been negotiated and the procedures will have been followed and completed as per the Canada Labour Code.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their Officers and representatives hereunto duly authorized this *22nd* day of *October* in the year 2002 A.D.

SIGNED ON BEHALF OF BRINK'S CANADA LIMITED:

K. Audrey

[Signature]

David S. Follett?

Witness

SIGNED ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]

[Signature]

[Signature]

[Signature]

Witness